The Solicitors Journal.

LONDON, NOVEMBER 14, 1885.

CURRENT TOPICS.

It is announced that a transfer of 80 witness actions to Mr. Justice North will be completed in a few days, and that they will be placed next in order for hearing after the actions now standing for trial before that judge. Twenty of these transferred actions will be taken from the list of Mr. Justice Kay, 40 from that of Mr. Justice Chitty, and 20 from that of Mr. Justice Pearson.

To obviate the inconvenience experienced by solicitors in obtaining admission to the various courts during the sittings, arrangements have been made, with the sanction of the Lord Chancellor, for their admission (unless the courts happen to be too crowded at the time) on production of a card, which may be obtained by any practising solicitor gratis on his personal application, or on a written authority from him, at the office of the Incorporated Law Society, Chancery-lane.

The extraordinary number of legal candidates at the forthcoming election is occasioning a good deal of inconvenience in the courts. We last week referred to the course adopted by Mr. Justice North, who directed cases postponed for the convenience of learned candidates to go to the bottom of the list. In a case of *Davenport* v. *Charsley*, before Mr. Justice Kay on Saturday last, that learned judge very properly intimated that he could not allow the postponement of cases on this ground unless all parties consented. Mr. Justice Pearson has adopted a somewhat novel practice of selecting from various parts of his list certain cases to be tried on a certain day, in which cases, presumably, learned candidates who require to be elsewhere on that day are not engaged. The House of Lords has solved the difficulty by adjourning its sittings. If the ardent desire of the bar to serve the country in the House of Commons should continue unabated, it will be worth while to consider whether future general elections cannot be held in the Long Vacation.

The announcement which we publish above with regard to the admittance of solicitors to the Royal Courts will probably be regarded as a reasonable mode of remedying a grievance to the existence of which our columns have long borne witness. If any restriction is necessary in the admittance of solicitors to the courts, a milder restriction than requiring the production of a card can hardly be imagined. It is often asked, how is it that no difficulty arose as to this matter when the courts were at Westminster and Lincoln's-inn, while there have been never-ceasing complaints since the courts migrated to the new building? The answer is to be found in the spirit of rigid adherence to the letter of instructions which always pervades a body of men employed under a chief, whether as policemen or doorkeepers. When a man dons the livery of a "force" he is tolerably certain to doff his common sense.

With reference to the corporate property tax to which we referred last week, we understand that an arrangement has been come to between the Commissioners of Inland Revenue and some of the City companies for the purpose of settling certain disputed points. Under this arrangement, the companies are to be at liberty, in making their returns, to group their houses according to streets and parishes, and, as a consequence, to group the relative deductions. This is an important point, as, in some instances, the outgoings in respect of a particular house may exceed the revenue, and, if each house were returned separately, no allowance could be claimed for the deficit in such a case. Further, the commissioners consent to the exclusion from the return (in the case of companies falling in with the arrangement) of all furniture, plate, and other chattels producing no income; and they agree to an allowance of ten per cent. being made for costs of management, instead of requiring a detailed return and examination of the several items. The arrangement, which includes other matters besides the above, appears to be, on the whole, a fair compromise; and clubs and other bodies might well combine to effect a similar amicable adjustment of the many points in dispute.

In the case of *Reg.* v. *Stead and others*, the defendant Stead has been sentenced to three months' imprisonment, without hard labour, for the double offence of (1) abducting a girl under the age of sixteen, and (2) abetting an indecent assault upon the same girl. Each offence was punishable (the first under section 55 of 24 & 25 Vict. c. 100, and the second under section 52 of the same Act) by imprisonment for not more than two years, with hard labour. The defendant, therefore, is now undergoing a sentence of imprisonment one-eighth of the maximum term which the court might have legally imposed, the sentence being sufficiently substantial to show that a good motive is no excuse for crime, and sufficiently merciful to show that a good motive will have proper weight in the meting out of punishment. In this point, as in the whole conduct of a trial exceptionally difficult, Mr. Justice Lopes has displayed judicial qualities of the highest kind, which are nowhere more valued than in those sensational cases which have been so frequent of late. Inasmuch as it cannot be forgotten that a little knot of dignitaries allowed a statement to be published in the *Pall Mall Gazette* that the accounts of various outrages previously published in that journal were substantially true, we think that the public is now entitled to know how far that statement was founded upon evidence which has now been shown to be substantially false.

We print elsewhere a report of some important observations made by three of the judges upon the extraordinary prevalence of charges of indecent assault at the present assizes. All the learned judges ascribed this result to the prurient literature which has been poured over the country, and two of them took occasion to warn juries to be watchful as regards these charges. That the warning is needed is shown by two of the cases already reported, in which such a charge was proved to have been made or used for purposes of extortion. It needs little experience to show that charges of this kind are particularly easy to make, and particularly difficult to disprove, and although, under the new Act, the prisoner's mouth is no longer closed in this class of cases, this is a very insufficient protection against schemes laid by designing persons. It is not to be assumed, however, that all the numerous charges which are now made are false, nor is it necessary to show this in order to prove the lamentable results of the recent agitation. The inevitable consequence of turning people's thoughts towards obscene subjects is to stimulate indecent acts.

Whichever political party may be returned to power as the result of the pending General Election, it is very probable that an amendment of the Bankruptcy Act will engage the attention of the Legislature at no distant date. That the Act has been in every sense successful we scarcely think even its most ardent supporters will contend. The fact that less than fifty per cent. of the failures which occur in the country are administered under its provisions is undoubtedly a disappointment to its promoters and

those who have been appointed to administer the Act. There is abundant evidence to show that such a result was never anticipated in the elaborate arrangements made in the appointment of official receivers and other officers, which were based upon the assumption that the number of estates to be dealt with under the Act would average about the same number as under the late Act. The result is that, in districts where salaried officials have been appointed, the expenses of the offices exceed greatly the amount of fees received from the estates administered in such districts, whilst in districts where the official receivers are paid by fees the remuneration earned by those officers will certainly not keep them in affluence. If such a result had been foreseen, it is scarcely probable that there would have been so much competition for the appointments. Until the political complexion of the new Parliament is ascertained, it would be premature to predict what direction any amendment will be likely to take. It is stated that there is a feeling in some quarters (not difficult to be surmised) in favour of official receivers being allowed to undertake the administration of all estates, whatever the amount of the assets, and to abolish independent trustees altogether. If such a proposal should be made, we scarcely think it likely to be passed into law without strong opposition, though the Inspector-General, in his last report, apparently leads up to that suggestion. The chief question in considering in what way the Act should be amended will undoubtedly be how to bring cases which are now settled privately within its provisions. If our new Legislature will only profit by the experience of past laws upon the subject, and not be carried away with high notions of brand-new and untried systems, we are satisfied that a very workable, and, on the whole, satisfactory, scheme might be devised for the registration of such arrangements, provided that the fact of registration would make the same binding upon a non-assenting *small* minority, say one-fourth in number and one-eighth in value. Such a provision would, we admit, be somewhat inconsistent with the theory on which the present Act proceeded, which was to compel all insolvents to undergo the publicity of an official investigation; but we apprehend that, in passing laws, our legislators ought not to be exclusively guided by mere theory, and that expediency ought to claim a larger share of their consideration. And we have a very strong opinion that expediency is all on the side of our suggestion. If a compensating provision, such as we have suggested, were given for the requirement of registration of private arrangements, very few of such arrangements would ever take place without becoming known through registration. On the other hand, we think that to require such arrangements, where everyone interested acquiesces therein, to be registered in order to be binding upon assenting creditors, (which is put forward as a suggestion in some quarters) would be an entire mistake in policy, an unnecessary interference with the freedom of contract, and an unwarrantable inquisition into the private affairs of the subject.

A WRITER in the *Times* has drawn attention to the necessity for an alteration which would be a great convenience to the members of the profession who have to frequent the Royal Courts. The staircase recently erected at the northern end of the Central Hall affords ready access to the Appeal Courts and some of the Chancery Courts, but there is no similar accommodation for persons wishing to proceed to any of the other courts situated on either side of the Central Hall. The corridors in which these courts are placed are too narrow for the traffic the courts attract, and the winding staircases intended to give access to them are rarely used, by reason of their being difficult to find, and few people being aware of their existence. The two courts of the Probate Division, which are on the west side of the Central Hall, correspond with the Queen's Bench Courts, I. and II., on the east side. To these courts a ready means of approach might be provided by staircases leading from the centre of each side of the Central Hall directly up to the court corridor. There is sufficient vacant space for a wide staircase at each of the points indicated, and the necessary enlargement of the existing archways in the walls of the Central Hall would rather improve the appearance of that portion of the building. The matter, of course, rests with the Board of Works, who can hardly decline, on proper representations being made, to complete the arrangements for convenience of access to the courts which have been so well begun.

FORECLOSURE DECREES.

FORECLOSURE decrees have, since the Judicature Acts came into operation, undergone a considerable change in form, consequent on the fact that the Chancery Division is now enabled to give the same relief in an action on the covenant to pay as a common law court could formerly have given, and that in addition to the remedy by foreclosure. The late Sir George Jessel first called attention to the fact of the existence of this new jurisdiction, and *Grundy* v. *Grice* (noted in Seton on Decrees, p. 1036) is, we believe, the first recorded case in which the double jurisdiction was exercised. In that case (which is erroneously stated in Seton) the order was for an account of what would be due to the plaintiff up to the date of the chief clerk's certificate, and up to six months after the date of the chief clerk's certificate; then an order on defendant to pay the amount due up to the date of the chief clerk's certificate for principal and interest, and for costs of action, and for subsequent interest up to payment, and upon payment, re-conveyance. In default of payment the defendant was to pay in six months, or, in default, to stand foreclosed. In this case apparently the amount due on the mortgage was not ascertained, and therefore the account to be taken assumed the double form above specified. There have been many cases since *Grundy* v. *Grice* varying more or less in the form and mode in which relief has been granted. In *Hunter* v. *Myatt* (33 W. R. 411, L. R. 28 Ch. D. 181), which was before Mr. Justice Pearson in April last, the amount due for principal and interest at the date of the order was directed to be paid within one month; then an account was to be taken of the amount due for principal and interest and for costs of the action, "and in taking such account regard was to be had to the amount, if any, which the plaintiff might have received under the direction before contained." In default of payment within six months the defendant was to stand foreclosed. The whole question came before the Court of Appeal in *Farrar* v. *Lacy Hartland*, on the 29th of October, when the court expressed the opinion "that if the amount of the debt and interest up to the date of the judgment is proved, admitted, or agreed to at the trial, the plaintiff is entitled to judgment for immediate payment of the total amount thereof, unless the judge in his discretion gives time. If the amount of the debt and interest is not proved, admitted, or agreed to at the trial, the plaintiff is entitled to an account of what is due to him for principal and interest in respect thereof, and to judgment for payment of the total amount immediately the same is certified, unless the judge in his discretion gives time. In both the above cases the plaintiff is also entitled to so much of his costs of the action as would have been incurred if the action had been brought for payment only of his debt."

The court approved of the following form of order in future cases:—

FORM OF JUDGMENT.

(1.) *If the debt and interest are proved, admitted, or agreed at the trial:*—This court doth order and adjudge that the plaintiff [*name*] do recover against the defendant [*name*] £ , being the total of the principal sum of £ , and of £ for interest thereon at the rate of £ per centum per annum, less tax to the day of [*the date of the judgment*], and also so much of the costs of this action as would have been incurred if it had been brought for payment only, such costs to be taxed by the taxing master.

(2.) *If the debt and interest are not proved, admitted, or agreed at the trial:*—This court doth order and adjudge that the following account be taken: 1. An account of what is due to the plaintiff for principal and interest under the defendant's covenant to pay under the indenture of mortgage dated, &c., in the pleadings mentioned; and it is ordered that the plaintiff [*name*] do recover against the defendant [*name*] the amount which shall be certified to be due to him on taking the said account, and also so much of his costs of this action as would have been incurred if it had been brought for payment only, such costs to be taxed by the taxing master.

In either event add:—And it is ordered that the following [*further*] accounts be taken: 2. An account of what is due to the plaintiff under and by virtue of his mortgage security, dated, &c., in the pleadings mentioned, and for his costs of this action, to be taxed by the taxing master; and in taking such account, what, if anything, the plaintiff shall have received from the defendant under the aforesaid judgment is to be deducted, and the balance due to the plaintiff is to be certified. 3. [*Remaining ordinary accounts, &c., in a foreclosure order.*]

The only observation we have to make on the form thus adopted is that we are not satisfied as to the mode in which the plaintiff would recover his costs of the rest of the action in the event of the defendant paying principal, interest, and costs of an

action on the covenant to pay. If, as it would seem, the plaintiff must, in any event, go on with the proceedings, either, on the one hand, if the money is paid, by an application to get the rest of his costs or, in default of payment, to proceed to foreclosure, it would appear to be more convenient that all mention of costs should be omitted in the first judgment for payment, because a reference to tax always means a more or less prolonged operation tending to delay.

THE MARRIED WOMEN'S PROPERTY ACT, 1882, AND THE 45TH SECTION OF THE INCOME TAX ACT, 1842.

THE Married Women's Property Act, 1882, is one of those Acts, hastily passed by a Legislature too sensitive to the impulses of the popular opinion of the day, which prove, as time goes on, to have consequences more far-reaching than their authors supposed. It is not, perhaps, surprising that amongst these consequences should be placed by some the virtual repeal of so much of the 45th section of the Income Tax Act, 1842, as provides that the profits of a married woman living with her husband shall be deemed the profits of the husband. It was pointed out not long ago, by a correspondent in our columns, that, under the former Act, a married woman has, so far as property is concerned, an existence separate from her husband; and, that being so, it was argued that it is no longer possible to treat the incomes of husband and wife as one for the purposes of income tax.

Now, in considering this question from the point of view of the lawyer, and not of the legislator, it is important that we should remember that the argument must proceed upon a consideration, not of what is just, or even of what the law ought to be if the law is to be consistent with itself, but of what the law is. The Married Women's Property Act, 1882, does not expressly repeal that part of the 45th section of the Income Tax Act, 1842, with which we are concerned, and, unless there is an absolute inconsistency between the provisions of the former Act and those of the 45th section of the latter Act which deal with the case in question, we cannot conclude that there has been an implied repeal.

We notice, in the first place, that the section in question provides that "any married woman . . . having, or being entitled to, any *property or profits* to her sole or separate use, shall be chargeable to such and the like duties, and in like manner, except as hereinafter is mentioned, as if she were actually sole and unmarried." And the exception that follows is thus expressed:—"Provided always, that the *profits* of any married woman living with her husband shall be deemed the profits of her husband, and the same shall be charged in the name of the husband and not in her name, or of her trustee." There is an ambiguity about the word "property," as it is used in the Income Tax Acts. It is used sometimes in its large popular sense; as, for instance, in the Act of 1853, in which the duties imposed by that Act are said to be granted "in respect of the annual profits or gains arising from any kind of property whatever"; but, again, it is used in a more restricted sense, to designate the interest in land of the owner, as distinguished from that of the occupier. The word "profits" is also used in a larger, and in a more restricted, sense. In the passage just quoted, "profits" are considered as arising from "any kind of property whatever"; but, again, in the case of property (in the restricted sense) in land, the term "annual value" is used instead of "profits." However, in the cases of tithes taken in kind, ecclesiastical dues, manors and other royalties, quarries, mines, iron works, and certain other concerns, the duty on which is chargeable, as the duty on property (in the restricted sense) in land, under Schedule A. the term "annual value" is used as convertible with the term "profits." This ambiguity of language may be held to cast a doubt upon a conclusion, which might otherwise be drawn from the use of the word "profits" only in the exception in the 45th section of the Act of 1842, that the duty upon separate property (using the word "property" in its restricted sense) of a married woman living with her husband is not to be charged in his name, and that the "annual value" of such "property" is not to be deemed his "profits," but the "profits" of the wife, and chargeable in her name, or in the name of her trustee, if any; although, if the husband received the rents of the land in which his wife had such "property," he would be bound, under section 51 of the Act of 1842, to make a return of such rents, with a declaration that the person to whom such "property" belonged (*i.e.*, his wife) was a married woman living with her husband.*

Waiving this question, we find that section 45 of the Act of 1842 provides that, in one case, the profits of a married woman are to be deemed the profits of her husband, and chargeable in his name, while, in certain other cases, the profits of a married woman are not to be deemed the profits of her husband, and are not to be charged in his name. In the latter class of cases the married woman is to be charged with the duties as if she were sole and unmarried.

The cases in which a married woman is to be charged with the duties as if she were sole and unmarried are—(1) the case of a married woman acting as a sole trader by the custom of any city or place, or otherwise, and not living with her husband; (2) the case of a married woman having, or entitled to, property or profits to her separate use, and not living with her husband; (3) the case of a married woman not living with her husband, whether the husband is only temporarily absent or not, who receives any allowance or remittance from property out of Great Britain—in this latter case the married woman is chargeable as a *feme sole* only if she is entitled to the property out of which the allowance or remittance comes in her own right; if she receives the allowance or remittance from, or through, her husband, or from his property, or on his credit, she is chargeable as the agent of her husband. The one feature common to all these cases is that the wife does not live with her husband; there is no common establishment.

The case in which the profits of a married woman are chargeable as his profits is the case of a married woman living with her husband. The ambiguity in the use of the terms "property" and "profits," which we have alluded to above, raises a question whether, in the case of a married woman living with her husband, property (in the strict sense of the term) which she may have, or be entitled to, to her sole and separate use, is chargeable as his, and in his name, or not.

But, in the case of profits (in the strict sense of the word) of a married woman living with her husband, the profits are to be charged in his name as his profits. The reason of this is assumed to be the identity at law of the husband and wife—an identity which the Married Women's Property Act, 1882, has destroyed. But it is to be observed that this identity did not exist in the case of a married woman trading as a *feme sole* by the custom of the City of London, so far as regarded the profits of the trade so carried on by her. In such a case the married woman was bound by her contracts, and might sue, and be sued, in the City courts, with reference to her dealings as such trader in London (Chitty on Contracts: citing Bac. Abr., Bacon and Feme); and, although, in the City courts, as well as in the courts at Westminster, the husband must have been made a party to the suit for conformity (Chitty on Contracts: citing *Caudell* v. *Shaw*, 4 T. R. 361; *Beard* v. *Webb*, 2 B. & P. 93, 101), the wife was considered the real and substantial party thereto (Chitty on Contracts, citing *Langham* v. *Bewell*, Cro. Car. 67; *Beard* v. *Webb*, *ubi sup.*). Nor did the identity exist, in the view of courts of equity, where the wife had separate estate of her own, in regard of such separate estate. Yet no provision for such cases is made in the Income Tax Act, 1842, or in the other Acts relating to income tax. Again, where the separate estate of the wife was vested in trustees, such separate estate could not, even at law, have been regarded as the husband's. Yet the words of the Act of 1842 are express, that the profits of a married woman living with her husband are to be charged in his name, and not in the name of the wife, *or of her trustee*. These considerations seem to us sufficient to prove that the foundation of the rule that profits of a married woman living with her husband are to be charged in his name, as his profits, was not the legal identity of wife and husband, but rather that, whether the profits of the wife are her separate property or not, they do in fact, so long as the husband and wife live together, and maintain one common establishment, form part of the common fund out of which such common establishment is maintained; and that con-

* The practice of the Inland Revenue Office is, we are told, not to recognize any such distinction, but to read the exception in the 45th section of the Income Tax Act, 1842, as if the words "property or" were inserted therein immediately before the word "profits."

siderations of practical convenience dictate that such profits should be charged through the husband and not through the wife. A different arrangement would have led to the raising of difficult questions of law or of equity as to the circumstances in which the profits of the wife were made, and the conditions under which they were enjoyed—questions which the machinery employed for assessing and collecting the income tax afforded no sufficient means of deciding, and which, if they had been allowed to be raised, would have resulted not infrequently in a loss to the revenue. Now the Married Women's Property Act, 1882, however it may have affected the legal relationships of husband and wife, has not altered the habits of married life. A husband and wife living together still maintain the common establishment, of the common fund of which the profits of the wife form part; and the inconveniences which would have resulted under the old law from allowing the wife to raise the question of separate estate are still of sufficient force to maintain the convenience of the arrangement by which the profits of a married woman living with her husband are charged in his name as his profits.

We cannot see, therefore, that the changes introduced by the provisions of the Married Women's Property Act, 1882, afford a sufficient reason for thinking that the 45th section of the Income Tax Act, 1842, has been virtually repealed by the former Act, so far as that section has reference to the profits of a married woman living with her husband. In other respects there is, of course, no question of its having been repealed. It is, probably, too late in the day now to argue with any chance of success that, although the section in question provides that the profits of a married woman living with her husband are to be charged as his profits, this has reference only to the *mode* of charging, not to the liability to be charged. Even if such an argument (which we confess has a little too much ingenuity about it to please us) would ever have prevailed, the long-continued practice of the Inland Revenue Office, acquiesced in without, so far as we know, any protest determined enough to find its way into the law courts, must have rendered its chances of success shadowy indeed. Besides, whatever force the argument has, or may at any time have had, it can gain no strength from the provisions of the Married Women's Property Act, 1882. Our concern now is with those provisions and their effect upon the 45th section of the Income Tax Act, 1842. We observe, though this is, of course, not conclusive of the question, that the Commissioners of Inland Revenue must have decided for themselves that these provisions have no effect at all in the direction indicated, for in the instructions appended to the "Notice and declaration of claim of exemption or abatement," which is to be found on the back of every "Form of Return under Schedule D.," issued from the Inland Revenue Office, appears a positive statement that "the income of a married woman living with her husband is deemed by the Income Tax Acts to be his income, notwithstanding . . . . the provisions contained in the Married Women's Property Act, 1882."

The Lord Chancellor was entertained at dinner on Tuesday evening at Limmer's Hotel by the members of the North and South Wales Circuits, in celebration of his recent elevation to the woolsack. Mr. M'Intyre, Q.C., M.P., occupied the chair, and among those present were Mr. Justice Grove, Mr. Michael, Q.C., Mr. Bowen Rowlands, Q.C., Mr. Bishop (stipendiary magistrate of Aberdare), Mr. Gwilym Williams (county court judge of the Swansea district), and Messrs. Arthur Lewis, B. F. Williams, Abel Thomas, David Lewis, W. Evans, Marshall, and Banks.

The committee of the Building Societies' Association offer a prize of twenty guineas for the best essay on registration of titles (having more especial reference to dealings with the smaller classes of freehold and leasehold property, which constitute the main portion of building society business), the Right Hon. Lord Hobhouse, Horace Davey, Esq., Q.C., M.P., and Edward F. Turner, Esq., one of the examiners for honours, and late lecturer on conveyancing to the Incorporated Law Society, having kindly consented to act as adjudicators. The essays should be written on foolscap paper, on one side only, and be signed at the end with a motto. They must be accompanied in each case by a sealed envelope, bearing outside the same motto as at the foot of the essay, and within the name and postal address of the writer. These envelopes will not be opened until the prize has been adjudged. (Where a return of the MS. is desired, a stamped and addressed envelope must also be enclosed in the sealed envelope.) The essay which obtains the prize shall become and remain the property of the association, and may be afterwards published by the association. Essay not to consist of more than forty-eight pages, printed in ordinary type, octavo. Essays must be sent in to Mr. E. F. Brabrook, secretary of the Building Societies' Association, 44, Bedford-row, W.C., on or before the 31st December, 1885.

RECENT DECISIONS.

THE AGRICULTURAL HOLDINGS ACT, 1883.

(*London and Yorkshire Bank* v. *Belton*, Q. B. D., 34 W. R. 31.)

Section 45 of the recent Agricultural Holdings Act, besides adding two important classes to the list of goods absolutely privileged from distress in the case of an agricultural tenant, has added a class to the list of goods conditionally privileged from distress in the case of such a tenant. It provides that where live stock belonging to another person has been taken in by the tenant of a holding to which the Act applies, "to be fed at *a fair price* agreed to be paid for such feeding by the owner of such stock to the tenant," such stock shall not be distrained by the landlord for rent where there is other sufficient distress to be found. In the present case a curious question arose as to the meaning of the words "a fair price." The tenant of a farm received cattle belonging to another man to agist, the agreement between the tenant and the owner of the cattle being that the tenant should have the milk of the cattle in return for their keep; no money being paid for the agistment. The landlord of the farm distrained for rent due by the tenant, and seized the agisted cattle. The owner of the cattle claimed that they were exempt from distress by virtue of section 45; there being, we presume, other sufficient distress on the premises. The county court judge decided in his favour, and the Queen's Bench Division, though with some hesitation, confirmed his decision. The question turned entirely upon whether payment by milk could be said to be "a fair price," and upon this subject Lord Coleridge is reported to have said that "the word 'price' does not always or necessarily mean money. Nor does 'a fair price' mean an adequate amount of coin of the realm. It means a fair equivalent for what a man gets. If a man has for a fair price agreed to agist cattle, certain consequences shall ensue. He is not to have the cattle taken from him by his landlord. I think we are fairly entitled, in interpreting a statute which was intended to alter a state of things then existent, to give the widest effect to the Act which we fairly can without straining its language, simply because it is reasonable to give the fullest interpretation to the words that they will reasonably carry." We do not seriously question that "a fair price" might be held to mean "a fair equivalent," if the section said nothing more than the provision we have quoted above. But how Lord Coleridge and his colleague can have reconciled the remainder of the section with their interpretation we are at a loss to imagine. It provides, in effect, that if the cattle agisted are distrained in consequence of there being no other sufficient distress, the landlord shall not recover by the distress "a sum exceeding the amount of the price so agreed to be paid for the feeding, or if any part of such price has been paid, exceeding the amount remaining unpaid." It would really be interesting to know how, if the milk of cows is a "fair price," this provision is to be worked. What, for instance, would be the amount of milk remaining "unpaid" in the case contemplated by the section?

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY.—MR. LEAROYD'S PROPOSALS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to Mr. Learoyd's third proposal submitted to the Liverpool meeting, which I observe by a report in your last issue is accepted by the Huddersfield Law Society, I quite agree with the view Mr. Munton takes of it. In my opinion the proposal illustrates one of the worst phases of amalgamation, with all its disadvantages, and without one of its attractions. Mr. Munton says, and says rightly, "Surely this is a wholly unworkable scheme." In support of that view he gives a single reason which, strong as it is, is by no means the strongest or the most fatal. I will suggest a few which occur to me, and I can only express my regret that they were not present to my mind when I spoke on the subject at the Liverpool meeting, at which I opposed the resolution.

1. The solicitor may not know until the last moment that he will have to fulfil the duty proposed.

2. In this uncertainty he will in all likelihood be unprepared to conduct his client's case on the spur of the moment.

3. Assuming the most favourable state of things in regard to the foregoing, by taking upon himself the *rôle* of a barrister without being one, he is placing himself at once, in a certain sense, in antagonism to the bench and the bar, from whom he may expect, and will assuredly receive, but scant indulgence.

4. Last, but not least, he is assuming a responsibility for which he

is not paid, which he is not expected to discharge, and in the fulfilment of which the varied duties of his daily life place him at an obvious disadvantage.

While, therefore, success in the face of all these difficulties would be highly creditable to the solicitor, failure would simply bring upon him the contempt of his client, and the ridicule of those less ambitious than himself.

I have a firm belief that amalgamation and proposals such as Mr. Learoyd's are born of a certain dissatisfaction with the position of a solicitor as compared with that of a barrister, and an ill-concealed desire to raise the former to the level of the latter. I protest emphatically against the necessity of any such course. Solicitors may well be content with the position they occupy as members of a profession second to none in the country, and on them alone it rests to maintain and enhance that position, which will never be promoted by the introduction of such a hybrid arrangement as Mr. Learoyd proposes, which is neither one thing nor the other. If we are to have amalgamation, let it be so pure and simple, and we shall all know how we stand, but to place a solicitor in the position which, as regards his client, the bench, and the bar, he will fill if Mr. Learoyd's proposal is to be adopted, will be alike disastrous to the interests of the client and, in all likelihood, fatal to his own reputation.

GEORGE A. CROWDER.

55, Lincoln's-inn-fields, London, W.C., Nov. 10.

[We may remark that no attempt has been made by the advocates of Mr. Learoyd's proposal to answer the queries we propounded on the subject at page 797 of the last volume.—ED. *S. J.*]

MONEY SECURITIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Would you permit me to state that the two cases, *Ex parte Close*, *In re Hall* (33 W. R. 228), and *In re Cunningham & Co.* (*Ibid.* 387), to which the review in your last week's issue refers as omitted from the second edition of my work on the above subject, are both in fact cited; the former, on p. 239, under the title *In re Hall*, *Ex parte Close* (L. R. 14 Q. B. D. 386), the latter on pp. 237, 239, under the title *Attenborough's case* (L. R. 28 Ch. D. 682). By some unfortunate oversight, the former of these cases is not inserted in the index of cases, a slip which will, I hope, be condoned when it is remembered that that index comprises over 3,000 cases.

Doubtless this omission and the shortened title of the second case misled the writer in your columns, to whose careful examination I am much indebted.

CHRISTOPHER CAVANAGH.

3, Paper-buildings, Temple, Nov. 11.

[Mr. Cavanagh is quite right, both in his statement as to the insertion of the cases in his book, and as to the reasons why the reviewer was led to suppose that the cases were not noticed. It is right to add that, out of a large number of cases for which search was made in the book, the above-mentioned two cases were all that could not be found: Mr. Cavanagh's book is therefore now entitled to the credit of having passed through a somewhat rigorous examination with complete success.—ED. *S. J.*]

CASES OF THE WEEK.

COURT OF APPEAL.

In re THE SOUTHPORT AND WEST LANCASHIRE BANKING COMPANY—C.A. No. 2, 6th November.

COMPANY—WINDING UP—CONTRIBUTORY—CONDITIONAL ALLOTMENT OF SHARES—COMPANIES ACT, 1862, s. 23.

The question in this case was whether two persons named Fisher and Sherrington were liable to be placed on the list of contributories of the above company in respect of 300 shares and 400 shares respectively. A company bearing the same name was incorporated in 1875, its capital being divided into shares of £10 each, on which £5 was paid up. One Fletcher was a shareholder in the old company, and was also a party to a guarantee on its behalf. Fisher, also, was a shareholder in the old company. A petition having been presented to wind up the old company, resolutions were passed for a voluntary winding up, and the petition stood over in order that the company might be reconstructed. The new company was formed on July 1, 1881, for the purpose of taking over the assets and liabilities of the old company, and the agreement between the two companies provided that every shareholder of the old company should be entitled in respect of each of his old shares to an allotment of one share of £5 (on which nothing was to be deemed to be paid up) in the new company. The sum of £1 was payable on each new share in July, 1881, by two instalments of 10s. each. Fletcher declined to take any shares in the new company, but he was willing to pay £700, on condition that he was to be released from all liability in respect of the old company. On July 5, 1881, Fisher applied for an allotment of 700 ordinary shares in the new company, "on condition that I am credited with £1 per share paid into a fund by Fletcher." This payment had not then been made, but was in contemplation; and on October 3, 1881, Fletcher paid the £700 into a bank to the credit of two persons, to be retained on behalf of the new company in case Fletcher was relieved from liability within two years, but otherwise it was to be repaid to Fletcher. On July 5, 1881, at a meeting of directors, at which Fisher was present in the character, not of a director, but of a member of a reconstruction committee, a resolution was passed, from which it appeared that 28,978 shares in the new company had been allotted, including 700 shares placed opposite Fisher's name, but marked "conditional." Fisher was also present at another meeting, at which this resolution was confirmed. No letter of allotment was ever sent to Fisher, nor did he receive any certificates of shares. The £700 paid by Fletcher was never received by the new company, because Fletcher was not relieved from his liabilities within the two years. Fisher's name was entered in the share ledger of the new company as the holder of the 700 shares, but the word "conditional" was written opposite the entry in the margin. On September 6, 1881, Fisher sold 400 of the shares to Sherrington. The new company at first declined to register the transfer, on the ground that £1 per share had not been paid on the shares, but the transfer was ultimately registered on the 23rd of February, 1882, and certificates for the 400 shares were issued to Sherrington on the 6th of April, 1882. The company subsequently credited Fisher and Sherrington with £1 as paid up on each of the 700 shares, and they debited the bank into which the £700 had been paid with that sum. The winding up of the new company commenced in August, 1884. Under these circumstances Bristowe, V.C., held that neither Fisher nor Sherrington was liable as a contributory. The Court of Appeal (BAGGALLAY, LINDLEY, and FRY, L.JJ.) reversed the decision. FRY, L.J., who delivered the judgment of the court, said the first question was whether Fisher was a person who had agreed to become a member of the company, and whose name was entered on the register of members, within section 23 of the Companies Act, 1862. His name was on the register, and the question whether he had agreed to become a member depended on the proposal made by him to take shares, and the acceptance of the proposal. The condition of the application was a condition subsequent, not precedent. It provided for the payment at a future time of a sum which was to become due at a future time. This payment was in its nature a thing which could only be done after allotment. The effect of the allotment, of which Fisher was aware, with the word "conditional" against his name, was to allot the shares subject to a subsequent condition. If there was a condition precedent, there ought not to have been any allotment at all. Fisher was present when the resolution was passed and when it was confirmed; and his lordship was of opinion that he entered into a present contract to take shares. The company entered his name in the share ledger, and afterwards allowed him to act as a shareholder by transferring some of the shares. He allowed the company, in the proceedings for confirming the reconstruction, to state that the shares had been allotted to him. Whether one looked at the conduct of the company or at the conduct of Fisher, the conclusion was the same as that which resulted from the construction of the documents. Fisher might have had the right to insist on the performance of the condition, or to rescind the contract while the company was a going concern; but he had lost that right by not doing so before the commencement of the winding up. The question whether Fisher was liable for £5 or £4 per share was not before the court. Sherrington was in one respect in a better position than Fisher, because he held certificates acknowledging that £1 was paid up on each share; in other respects he was in a worse position than Fisher.—COUNSEL, *Macnaghten*, Q.C., and *Rotch*; *Whitehorne*, Q.C., and *Ralph Neville*. SOLICITORS, *Kime & Hammond*; *Pritchard*, *Englefield*, & *Co.*

In re PARRY and DAGGS—C.A. No. 2, 11th November.

WILL—CONSTRUCTION—EXECUTORY DEVISE—RESTRAINT ON ALIENATION.

This was a summons under the Vendor and Purchaser Act, 1874, taken out by a vendor, the question being whether the vendor could make a good title to the land which he had agreed to sell. The title arose under a will made in 1878, by which the testator devised real estate to his son and his heirs. And, after charging the estate so devised with the payment of certain sums of money, the testator declared and directed that "in case my said son shall die without leaving lawful issue, then and in such case the estate hereinbefore devised to him shall go to his next heir-at-law, to whom I give and devise the same accordingly." The son survived the testator, and contracted to sell part of the estate. The purchaser objected that the vendor's estate was defeasible in the event of his death without issue. Bacon, V.C., held that the vendor took an absolute estate in fee simple, on the ground that either the death of the son without issue meant a death in the testator's own lifetime, or the gift over was void as being repugnant to the estate in fee previously limited. Consequently the vendor could make a good title. The Court of Appeal (Sir JAMES HANNEN, and BOWEN and FRY, L.JJ.) affirmed the decision. FRY, L.J., said that he did not think that the gift over was limited to the event of the son's death without issue during the lifetime of the testator. If a gift over was expressed to be in the event of the death of the first donee, some words of contingency must be imported, because death, *simpliciter*, was the most certain of events. In such a case, if there was no antecedent estate, the words were generally referred to the death of the donee during the lifetime of the testator. If there was a preceding life estate, the courts had held that the gift over must refer to the death of the donee either during the preceding life estate or during the lifetime of the testator. But where the gift over was, as in the pre-

sent case, on the death of the devisee without issue, it was already contingent, and there was no need to import any other words of contingency. It had been urged that in the gift to the son's "next heir," the words "next heir" were words, not of purchase, but of limitation. His lordship could not accede to this view. The prior gift to the son was accompanied with apt words of limitation, and it would be strange if the gift to a particular heir of the son was a limitation, and not a gift by way of purchase. And, moreover, the testator had added, "to whom I give and devise the same accordingly." Then it was contended that the gift over could not take effect as a valid executory devise, because the operation of it would be to give the estate to the same person who would take the estate as the heir of the son. It would not interrupt the course of devolution at all, and its only effect would be to prevent the alienation of the estate during a portion of the devolution. From the earliest times the courts had always leant against every device for rendering an estate inalienable; the policy of the law was in favour of the alienability of every estate which was given. It was immaterial by what device it was attempted to control the power of alienation; an estate once given could not be fettered as to the power of alienation. That principle lay at the root of the rule in *Shelley's case*, and it should be carefully preserved by the courts. In the present case the testator's son was devisee in fee. His next heir at his death must be either one of his children or some one else. If the next heir was a child of the son, the testator intended him to take the estate, and, if the next heir was some one else, the testator intended him to take the estate. The testator intended that the estate should devolve on the son's heir whoever he might be. The effect of the gift over was simply to fetter the alienation of the estate during the life of the son. That was an illegal device, and, consequently, the gift over was void, and the son could make a good title in fee to the purchaser. Sir JAMES HANNEN and BOWEN, L.J., concurred.—COUNSEL, *Stallard; Rawlins.* SOLICITORS, *Grundy, Izod, & Grundy; Twisden & Co.*

HIGH COURT OF JUSTICE.

In re CLARK, CLARK *v.* RANDALL—Bacon, V.C., 6th November.

WILL—CONSTRUCTION—VOID LIFE ESTATE—ACCELERATION OF REMAINDER.

In this case a question arose whether the children of the testator's daughter took any interest under his will. Under the will the testator's widow (since deceased) took a life estate, and at her death the property was to be divided equally amongst such of his children as should be then living, but if any of the said children should die before the widow, leaving children, then the share of their parents was to be divided equally amongst such children. The shares of daughters married at the time of the widow's death were to be held for their separate use. Mrs. Randall, one of the testator's daughters, was the wife of an attesting witness. BACON, V.C., said that, under the Wills Act, he must read the will as if the gift to Mrs. Randall had never been inserted or had been blotted out by the testator. So she took nothing, and her children took her share as tenants in common.—COUNSEL, *W. D. Rawlins; A. Gordon.* SOLICITORS, *J. & W. Maude; Kingsford, Dorman, & Co.*, for *V. & H. Stalton*, Sheerness.

CLARK *v.* WRAY—Bacon, V.C., 6th November.

PRACTICE—JOINDER OF CAUSES OF ACTION—RECOVERY OF LAND—LEAVE TO AMEND—ISSUE JOINED—R. S. C., 1883, ORD. 18, R. 2.

In this action the question arose whether, after issue had been joined in the action, leave ought to be given to the defendant to amend his counter-claim by adding thereto a claim for the recovery of land. The action was for specific performance of an agreement to grant a lease and build a house, and the plaintiff had taken possession. The defendant admitted the agreement, and expressed his readiness to comply with it, and he counter-claimed for rent and a further sum for work done. The plaintiff admitted his liability to pay the sums demanded; and it thus appeared that when issue was joined on the 20th of April, 1885, there was no substantial question between the parties. On the 6th of June the plaintiff gave notice of trial for the 19th of June. On the 22nd of July a summons was taken out for leave to insert in the counter-claim a claim to re-enter for breach of the covenants in the agreement. BACON, V.C., said that some months after issue had been joined, and when the case was set down for hearing, it occurred to the defendant to raise a totally new and inconsistent case. The rule was well settled that to obtain such leave after the issue of the writ a special case must be shown. Under the circumstances the application must be refused, with costs.—COUNSEL, *Nalder; Chadwyck Healey.* SOLICITORS, *Collyer-Bristow & Co.*, for *Stone, Simpson, & Son*, Tunbridge Wells; *Sole, Turner, & Knight*, for *W. C. Cripps & Son*, Tunbridge Wells.

THE BRIDGEND (GLAMORGANSHIRE) GAS AND WATER COMPANY *v.* LORD DUNRAVEN—Chitty, J., 3rd November.

LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 9—PURCHASE FROM PARTIES UNDER DISABILITY—VALUATION—PRODUCTION OF WRITTEN CERTIFICATE OF SURVEYORS.

In this case it appeared that the company in 1870, acting upon its statutory powers, which incorporated the procedure provided by the Lands Clauses Act, 1845, entered into an agreement for the purchase of a plot of land with the defendant, the tenant for life thereof. The purchase-money was paid into court, but no petition for investment had been made. The company had entered into possession under section 85, and sought for proper conveyances, but the tenant for life required interest to be paid on the purchase-money. Upon the company bringing an action for specific performance, the defence was made that the company were unable to produce a certificate in writing of a valuation of the land made by two surveyors, as provided for by the Lands Clauses Act, 1845, s. 9. It appeared that in making the valuation two surveyors—one for either party—had acted and agreed upon the sum to be paid as purchase-money, and it was contended that this was a substantial compliance with section 9, and that the provision as to a certificate in writing should be treated as merely directory. Section 9 provides that the purchase-money to be paid for any lands taken from parties under disability shall not, except where the same shall be determined by the verdict of a jury or by arbitration, be less than shall be determined by the valuation of two able, practical surveyors, one of whom shall be nominated by the promoters of the undertaking, and the other by the other party, and that there shall be annexed to the valuation a declaration in writing subscribed by them of the correctness thereof. CHITTY, J., said that the certificate required by the Act was a document of title which could not be dispensed with. The object of the certificate was to preserve a record that all the formalities required by section 9 had been complied with. To treat the clause in question as directory would be to misread an Act of Parliament. A somewhat similar question had arisen under the Solicitors Act, 1870 (33 & 34 Vict. c. 28), s. 4, in *Re E. D. Lewis* (24 W. R. 1017, L. R. 1 Q. B. D. 724), where it was held that an agreement under the Act for a fixed sum as costs must be in writing, signed by both solicitor and client. That the provisions as to the making of the surveyor's certificate were of the strictest character, and that this portion of the procedure under the Lands Clauses Act was most essential, could not be doubted after Lord Westbury's decision in *Baker* v. *Metropolitan Railway Company* (11 W. R. 18, 31 Beav., pp. 504, 511), and also after the view taken by Turner, L.J., in *Wycombe Railway Company* v. *Donnington Hospital* (14 W. R. 359, L. R. 1 Ch. 268). He held that section 9 had not been complied with by the company, and that their action must be dismissed, with costs.—COUNSEL, *Romer*, Q.C., and *J. G. Wood; Macnaghten*, Q.C., and *Onslow.* SOLICITORS, *T. H. Wrentmore*, for *T. T. Lewis*, Bridgend; *Frere & Co.*

In re R. S. TRAILL & CO. (Limited)—Chitty, J., 6th November.

LANDLORD AND TENANT—BREACH OF COVENANT—ASSIGNMENT WITHOUT NOTICE—LIMITED COMPANY—DISTRESS AFTER WINDING-UP PETITION—COMPANIES ACT, 1862, s. 85.

In this case a motion was made by the lessor of premises formerly in the occupation of the company to discharge an order restraining distress. It appeared that the lease of the premises contained a covenant by the lessee and his assigns not to assign without notice to the lessor. In January, 1885, the lease was, without notice, assigned by the lessee to the company, nor did the lessor become aware of the assignment until after March 25, being the next quarter day. On the 22nd of May a petition was presented for winding up the company; on the 29th of May a provisional liquidator was appointed; on the 25th of June the lessor put in a distress for two quarters' rent (£25); on the 30th of June the order now sought to be discharged was made; and on the 4th of July an order was made for the winding up of the company. CHITTY, J., said that he was satisfied that the lessor had no notice of the assignment until after the 25th of March. Had the lessor been aware that the company were occupying the premises, he could have at once sued, with the probable result of an offer of payment, seeing that the amount due for rent was but £12 10s. On that ground he held that the lessor's case fell within the principle of *Rudow* v. *Great Britain Mutual Life Assurance Society* (29 W. R. 585, L. R. 17 Ch. D. 600), and that the court should exercise in his favour the discretion conferred upon it by section 85 of the Companies Act, 1862. He would, therefore, be entitled to receive in full the first quarter's rent, and for the second quarter he would have to prove in the liquidation.—COUNSEL, *W. H. Gover; H. Terrell.* SOLICITORS, *Henry Gover & Son; Fowler & Co.; H. A. Lovett & Co.; C. H. Lea.*

Re STRANGWAYS (Deceased), HICKLEY *v.* STRANGWAYS—Chitty, J., 4th November.

SETTLED LAND ACT, 1882, s. 2 (7), AND s. 58 (VI.)—TENANT FOR LIFE OF ESTATE SUBJECT TO TRUST FOR ACCUMULATION.

In this case the question was whether a tenant for life of residuary personalty under the will of a testator directed to be laid out in the purchase of land, and as to the whole income thereof, subject to a trust for accumulation for an unexpired period of twenty years and for the application of the accumulations in the improvement of the land, could exercise the powers of a tenant for life under the Settled Land Act, 1882, s. 58 (VI.), which provides that a tenant for life shall have the powers conferred by the Act, where his estate is subject to a trust for accumulation of income for payment of debts, or other purposes. CHITTY, J., said that the tenant for life in the case before him could not be said to be within the enabling provisions of the Act. He could not be in any sense said to be in possession, and possession seemed to be the qualification required by the Act to enable limited owners to put in force its powers. In the present case it did not even follow that the first tenant for life under the will would ever be in possession, as he might predecease the expiration of the period of accumulation.—COUNSEL, *Ince*, Q.C.; *Macnaghten*, Q.C.; *Romer*, Q.C.; *Ingle Joyce; Hall; H. J. Hood* and *George Henderson.* SOLICITORS, *Prideaux & Sons*, for *J. R. Poole & Sons*, Bridgewater; *H. S. Sherry.*

LEWIS *v.* BRECON and MERTHYR TYDVIL RAILWAY COMPANY —Chitty, J., 11th November.

VENDOR AND PURCHASER—RAILWAY COMPANY—CONTRACT TO TAKE LAND—COMPLETION OF CONTRACT—ARREARS OF INTEREST—STATUTE OF LIMITATIONS—DAMAGES IN LIEU OF SPECIFIC PERFORMANCE—CHANCERY AMENDMENT ACT, 1858.

In this case an action was brought for specific performance of an agreement by a railway company to take a piece of land belonging to the plaintiff, and to continue and maintain a level crossing. It appeared that the agreement was made in 1862 between the plaintiff and the Rumney Railway Co., and at the same date the company took possession. In 1864 the undertaking of the Rumney Co. was taken over by the defendant company. In 1868 that company obtained a suspending Act for ten years. No abstract of title had ever been delivered, but this had never been insisted on by the defendants, who had proposed to dispense with the expense of an abstract if the plaintiff's solicitor would certify a title, which proposal was declined. The company had never made the accommodation works, nor had they paid any purchase-money until a motion made in 1884 in the present action, when they paid the purchase-money to a joint account. They now contended that the plaintiff was entitled to no more than six years' arrears of interest on the purchase-money, and also that he was barred by his own *laches* from any rights or damages in respect of the accommodation works. CHITTY, J., said that the Statute of Limitations in no way affected the plaintiff's rights. Until a title was shown the contract was not completed, and interest could be recovered from the time when possession was taken (*Toft v. Stephenson*, 5 D. M. & G. 735). That no abstract was delivered was accounted for by the fact that the company wished to avoid the expense of having one. The plaintiff was also entitled to enforce the covenant as to the crossing. As he waived specific performance with regard to that part of his claim, and would be satisfied with damages, he would be entitled to an inquiry for damages, and such inquiry would, according to the interpretation put by Jessel, M.R., on Lord Cairns' Act (Chancery Amendment Act, 1858), cover damages in respect of not only past breaches of covenant, but the omission of its performance in the future. —COUNSEL, *Macnaghten*, Q.C., and *Davenport*; *Whitehorne*, Q.C., and *Warrington*. SOLICITORS, *Cunliffes & Davenport*; *Wilkins, Blyth, & Dutton*.

HUTHWAITE *v.* SMITH—Pearson, J., 7th November.

PRACTICE—SERVICE OUT OF JURISDICTION—AFFIDAVIT OF SERVICE.

This was a foreclosure action, and the question was raised whether there was sufficient evidence of the service of the writ on three of the defendants, who were out of the jurisdiction, and who had not entered an appearance. An affidavit was made of personal service of the writ on these defendants by an attorney in the Cape Colony, who deposed that he personally served the defendants with a copy of the writ, "which appeared to me to have been regularly issued out of the central office of the Supreme Court of Judicature" against the defendants. "At the time of the said service, the said writ and the copy thereof were subscribed and indorsed in the manner and form prescribed by the Rules of the Supreme Court." The plaintiff applied in chambers for a foreclosure order. The chief clerk thought that he could not make the order, because the writ was not made an exhibit to the affidavit, and the affidavit did not state that the *fiat* for service out of the jurisdiction was indorsed on the writ. PEARSON, J., held that as, according to the practice, the *fiat* would necessarily be indorsed on the writ, the affidavit was sufficient, and his lordship made the order for foreclosure. — COUNSEL, *R. F. Norton*. SOLICITORS, *Riddals & Son*.

In re TALLENTIRE—Pearson, J., 7th November.

APPOINTMENT OF NEW TRUSTEES—INCAPACITY TO ACT—INFANT—CONVEYANCING ACT, 1881, s. 31.

This was a petition for the appointment of a new trustee of a will, and the question was whether, under section 31 of the Conveyancing Act of 1881, a new trustee of a will could be appointed in place of an infant whom the testator had appointed. The testator, by his will, devised and bequeathed his real and personal estate to three trustees, whom he also appointed executors. One of the three, the testator's own son, was an infant, aged seventeen. The adult trustees, who desired to sell the real estate, presented a petition for the appointment of a new trustee in the place of the infant. PEARSON, J., thought that section 31 of the Act did not apply to a case in which the testator was aware of the infant's incapacity to act, and his lordship made an order (as in *In re Brunt*, *Weekly Notes*, 1883, p. 220) appointing a new trustee in place of the infant, to act jointly with the two adult trustees, without prejudice to any application by the infant to be restored to the trusteeship on his coming of age.—COUNSEL, *Hutchinson*. SOLICITORS, *Speechley, Mumford, & London*.

RAMSKILL *v.* EDWARDS—Pearson, J., 4th November.

CONTRIBUTION — BREACH OF TRUST — DIRECTORS OF COMPANY — UNAUTHORIZED INVESTMENT OF MONEYS OF COMPANY—EFFECT OF DISCHARGE IN BANKRUPTCY—EXECUTOR OF DECEASED DIRECTOR.

This action was brought by a former director of a company against three of his co-directors to enforce contribution from them in respect of a sum of £1,300 which he had been compelled to pay in an action brought against him by the company by reason of a loss sustained by the company in consequence of an unauthorized investment of some of its funds made by the directors. The plaintiff and the defendants, Edwards, Evens, and Long, were nominated as directors in the articles of association of the company, and they continued to be directors during the transactions in question. Evens was also, by a separate clause, nominated the managing director, his duty being defined "to act under the orders and directions given to him by the board," and he was to receive, for his services as managing director, a fixed salary, and also a commission when the income of the company should exceed a specified amount. At a meeting of the board in November, 1876, a loan of £800, on the security of a bill of exchange of the then Peruvian Minister in England, the chief secretary of the Peruvian Legation, was authorized. The plaintiff and Evens were present at this meeting; but Edwards and Long were not. At this meeting a cheque for the £800 was drawn on the company's bankers, and the cheque was shortly afterwards handed over to the borrowers. At a subsequent meeting of the board, at which the minutes of this meeting were confirmed, the plaintiff, Edwards, and Evens were present, but Long was not. The borrowers' bill was renewed from time to time by the board, and £200 of the £800 was repaid, but the last renewed bill for £600 was dishonoured, and the £600 was lost to the company. At a meeting of the board in January, 1877, at which the plaintiff, Edwards, Evens, and Long were all present, it was resolved that a loan of £1,000 should be granted upon the joint security of the Peruvian Minister and the Secretary of Legation for three years, the advance to be made as the funds of the company admitted. Under that resolution two sums of £400 were advanced, the first of which was repaid, but the other was not. According to the evidence of Edwards, the resolution was passed in spite of a protest by him; but at a subsequent meeting, at which the minutes of the first meeting were confirmed, a cheque for the first £400 was drawn, and was signed by Edwards. This sum of £400 was repaid; but a second £400, afterwards advanced in pursuance of the resolution, was lost. In 1879 Evens filed a liquidation petition under the Bankruptcy Act, 1869, and his creditors gave him a discharge. In 1880 judgment was recovered by the company against the plaintiff, under which he paid the amount in respect of which in the present action he claimed contribution. Long died after the commencement of the action, and his administrator was then made a party. On behalf of Edwards, it was urged that he could not be called on to contribute in respect of the £600, because he never authorized the making of the loan of which it formed part, the money having been actually advanced before the meeting at which the resolution authorizing the loan was confirmed. If he would have been liable to the company by reason of his having joined in confirming the resolution, his liability was not in the same category as that of the plaintiff, who originally authorized the loan, and there was, therefore, no right of contribution. On behalf of Evens, it was urged that he had acted as managing director, in which character he was a mere servant of the board, and also that his liability (if any) to contribute was barred by the discharge in his liquidation. On behalf of Long, it was contended that the claim against him was a mere personal one in respect of a tort, and that it did not survive as against his estate. PEARSON, J., held that Edwards was liable to contribute in respect of the £400, but not in respect of the £600. Though he might have been liable to the company in respect of the £600, it did not follow that he was in equity liable to his co-directors who had authorized the making of the loan, and had paid away the money of the company when he was not present. The right of contribution, as Lord Redesdale had said, was founded in doctrines of equity, not on contract. Edwards was not a party to the transaction by which the loan was made, and, as between him and the plaintiff, his lordship could see no equity for ordering him to contribute to what the plaintiff had been compelled to pay in respect of the £600. With regard to the £400, though Edwards protested against the making of the loan of which that sum formed part, yet by afterwards signing the cheque for the first £400 he assented to the making of the loan, and made himself responsible for it. If he thought the loan improper he was not justified in signing the cheque, and thus giving effect to the resolution. By signing the cheque he acceded to the resolution authorizing the loan of £1,000, and he was liable in respect of the £400 which had been lost, though the cheque which he signed was not for that £400. As to Long, he had nothing to do with the first loan, but he joined in authorizing the second. He was not liable in respect of the £600, but he was liable in respect of the £400. And there was no authority for saying that his estate was not liable. If it was not, the estate of a deceased defaulting trustee could never be made liable for his breach of trust. As to Evens, he authorized both the loans, and the fact that he was managing director, as well as director, did not do away with his liability as director, and, as to the discharge in his liquidation, his lordship was of opinion that the plaintiff's claim was "a liability incurred by means of a breach of trust" within the meaning of section 49 of the Bankruptcy Act, 1869, and, therefore, the order of discharge did not release him from it.—COUNSEL, *Higgins*, Q.C., and *C. H. Turner*; *Bompas*, Q.C., and *Swinfen Eady*; *E. Beaumont*; *Mulligan*. SOLICITORS, *A. S. Ramskill*; *Rowlings*; *F. Carter*; *Sheppard & Riley*.

FAIRBURN *v.* HOUSEHOLD—Kay, J., 5th November.

R. S. C., ORD. 36, RR. 1, 22B.—CHANGE OF VENUE.

This was a motion, under ord. 36, r. 1, on behalf of the defendants, for a change of venue in this case from Manchester to Liverpool. The action was brought in the Chancery Division and assigned to KAY, J. The plaintiff named Manchester in the statement of claim as the place of trial. The action was set down for trial at Manchester, and came on at

the last assizes, but, owing to pressure of business, Manisty, J., ordered it to be remitted for trial to Kay, J. This order was discharged by the Court of Appeal (29 SOLICITORS' JOURNAL, 705), and it was ordered to be tried at the ensuing assizes at Manchester. Neither party set it down for trial at the present assizes, and it was now too late to get it set down without special leave [ord. 36, r. 22b. (1884)]. The defendant, therefore, moved for a change of venue to Liverpool, where it might still be set down for the November Assizes. KAY, J., ordered the motion to stand over for an application to be made to the judge on circuit at Manchester. If the judge thought it a proper case for changing the venue, the order would be made.—COUNSEL, *Whitaker; Pankhurst.* SOLICITORS, *J. E. Fox & Co.; Hatton & Westcott.*

SHEPPARD *v.* DALBIAC—Kay, J., 4th and 9th November.

PRACTICE—COMMISSION TO TAKE EVIDENCE ABROAD.

In this case a question arose as to whether a commission should issue to take the evidence of W. S. Parker (of the late firm of Parkers), who is now residing in America, and unable to return to England. The pleadings in the action were closed on the 16th of January, 1885. Notice of trial was given on the 21st of January, 1885, and the defendant had, on the 15th of April, 1885, taken out a summons asking for this commission, which was ordered to stand over until the hearing of the action. KAY, J., ordered the commission to issue, it appearing that the evidence of W. S. Parker might be most important, the costs of the summons to be paid by the defendant in any event; as, granting it was a matter of indulgence, seeing that it was taken out so long after notice of trial, the defendant, also, to give security for the costs of the commission.—COUNSEL, *Pearson*, Q.C., and *Gazelee; Hastings*, Q.C., and *Rawlinson.* SOLICITORS, *Gordon & Dalbiac; Cross & Sons.*

Re A. W. HALL & Co. (Limited)—Kay, J., 7th November.

PETITION FOR CONTINUATION OF VOLUNTARY WINDING UP UNDER SUPERVISION—COSTS.

This was a creditor's petition for the continuation of the voluntary winding up of the company under the supervision of the court. The petition had been presented after the resolutions for winding up. The petition was not opposed, but the company and the liquidator appeared separately, and a question arose as to their costs. Reference was made to *Re Tyne and Wear Steamship Owning Company*, reported in the *Times*, November 2, 1885, and to the order made in *Re Hester & Co. (Limited)*, (Palmer's Company Precedents, p. 545). KAY, J., said that where a petition was presented after a voluntary winding up, the company ought to appear by the liquidator, and only one set of costs would be allowed as between the company and the liquidator.—COUNSEL, *E. Beaumont; Underhill* and *Loch; Innes Watson; Kekewich*, Q.C., and *Herbert Lake; Stallard.* SOLICITORS, *Finch, Jennings, & Finch; Saunders, Hawksford, Bennett, & Co.*

In re THE CHESHIRE BANKING COMPANY (Limited).—Kay, J., 7th November.

CONTRIBUTORY—AMALGAMATION OF COMPANIES—SHARES IN NEW COMPANY TAKEN BY EXECUTORS AFTER TESTATOR'S DEATH IN EXCHANGE FOR SHARES IN OLD COMPANY.

In October, 1882, the Staffordshire Union Bank (Limited) transferred its business to the Cheshire Banking Company (Limited) under an arrangement by which shares in the latter were to be allotted to the former. Circulars were sent out in December, 1882, requesting the shareholders in the Staffordshire Bank to send the scrip they held to be exchanged for similar scrip of the Cheshire Bank. William Duff held 100 £20 shares in the Staffordshire Bank on which £5 had been paid up. He did not reply to the circular, and died on the 29th of December, 1882, having appointed M., B., and W. his executors. In February, 1883, the firm of Duff & Co. (which then consisted of B. and W.) sent the certificate of the shares to the manager of the Cheshire Bank to be exchanged for shares in that bank. Subsequently a certificate was sent, made out in the names of "M., B., and W., the executors of William Duff, deceased," but at the request of Duff & Co. this was cancelled and a fresh certificate was made out in the name of William Duff, and corresponding alterations were made in the register. The liquidator now applied by summons to have the register rectified and the names of the executors restored. KAY, J., held that there had been no contract by the testator in his lifetime to take shares, and that there was a contract by the executors which could only be fulfilled by putting their names on the register.—COUNSEL, *Graham Hastings*, Q.C., and *S. Hall; Kekewich*, Q.C., and *Grosvenor Woods.* SOLICITORS, *Gregory Rowcliffe, & Co.*, agents for *Addleshaw & Warburton*, Manchester; *West, King, & Adams.*

BANKRUPTCY CASES.

Ex parte LENNOX, *In re* LENNOX—C.A. No. 1, 7th November.

COURT OF BANKRUPTCY—POWER TO GO BEHIND JUDGMENT—BANKRUPTCY PETITION—APPLICATION FOR RECEIVING ORDER—DISCRETION OF COURT—BANKRUPTCY ACT, 1883, s. 7 (3).

This was an appeal by a judgment debtor against a receiving order made against him by Mr. Registrar Hazlitt upon a bankruptcy petition presented by the judgment creditor, and an important question was raised as to the power of the Court of Bankruptcy to go behind a judgment and inquire into the reality of the judgment debt at the instance of the debtor himself, who, in this particular case, had consented to the judgment. An action had been brought by the creditor against the debtor upon two promissory notes, respectively for £1,000 and £500, of which the plaintiff alleged that he was the indorsee for value from W., to whom the notes were originally given. The plaintiff claimed £1,500, with interest and costs. The defendant, by his statement of defence, alleged that no consideration was given to him for the making of the notes, and that the plaintiff always knew that this was so; that the notes were indorsed by W. to the plaintiff at his request, in order that the plaintiff might make use of them for his benefit temporarily, upon an agreement that the plaintiff should retire the notes, and that the defendant should not be called to pay them, and that no value was given by the plaintiff for the indorsement of the notes to him. When the action came on for trial the defendant withdrew his defence (it was stated that he did so in order to avoid publicity as to some transactions on the turf in which he had been engaged), and the following order was drawn up, "By consent it is ordered that the statement of defence and the pleadings herein be withdrawn, and that the defendant do pay to the plaintiff the sum of £1,600 and taxed costs. The defendant to have a month in which to pay the said amount." The payment was not made within the month, and the plaintiff then served the defendant with a bankruptcy notice for the £1,600 and costs. The defendant failed to pay, and the plaintiff presented a bankruptcy petition against him. The defendant gave notice to dispute the petitioning creditor's debt on the same grounds (*inter alia*) as those which he had alleged in his statement of defence in the action, and on the hearing of the petition evidence was tendered in support of these allegations. The registrar held that the defendant was, under the circumstances, bound by the judgment, and that the court could not, at his instance, inquire into the validity of the debt. The Court of Appeal (Lord ESHER, M.R., and COTTON and LINDLEY, L.JJ.) held that the registrar had power to direct such an inquiry, and that, under the circumstances alleged, it ought to be made. It was urged on behalf of the creditor that, though it is the practice of the Court of Bankruptcy, at the instance of the trustee in a bankruptcy upon a question of proof, to go behind a judgment and inquire into the consideration for the judgment debt, this being done in the interest of the other creditors of the bankrupt, yet the court would not do this at the instance of the debtor himself, upon the question whether a receiving order should be made against him, especially in a case in which the debtor, with full knowledge, had deliberately abandoned his defence to the action. The case, it was said, was entirely different from one in which the debtor had merely allowed judgment to go against him by default. Lord ESHER, M.R., referred to sub-section 3 of section 7 of the Bankruptcy Act, 1883, as limiting the authority of the court to make a receiving order, and said that the proof offered of the petitioning creditor's debt was the judgment. But, according to sub-section 3, the court might dismiss the petition if it was not satisfied with the proof of the petitioning creditor's debt, or that for other sufficient cause no order ought to be made. It was urged that, notwithstanding these words, the court ought to be, and must be, satisfied with the proof of the debt if there was a judgment for the debt obtained by the consent of the debtor, even although it might not be satisfied with a judgment obtained by default as proof of the debt. His lordship thought it was not a question of the right of the debtor, or of the conduct of either debtor or creditor; but the question was whether the court ought to exercise its great power, which affected all the creditors of the debtor, when it had the strongest grounds for believing that there was no petitioning creditor's debt. The whole foundation of the power of the court to do such a strong thing as to make a man a bankrupt was the existence of a petitioning creditor's debt. It was not denied that, at a later stage of the proceedings, on the suggestion of another creditor, if such allegations were made as in the present case, an inquiry would be directed into the validity of the judgment debt, and that, if the allegations were proved, the judgment debt would no longer be considered a debt in the Court of Bankruptcy, notwithstanding the existence of the judgment. The petitioning creditor would be struck out of the proceedings altogether, and the court would be in the position of having declared a bankruptcy without any petitioning creditor's debt. This went a long way to show that, by refusing to inquire into the debt, the court would be placed in a false position. As regarded the debtor, it might be said that it was his own fault if an order was made against him. But the power of the court ought not to be exercised only by way of punishment of the debtor; the court ought not to act when, according to its own rules, there might be no foundation for its action. The court ought to hold its hand at the earliest stage of the proceedings, and to decline, under such circumstances, to make a receiving order without inquiry. And *Ex parte Kibble* (L. R. 10 Ch. 373) was a distinct authority that a judgment debt might be inquired into at the instance of the debtor himself when he was disputing whether an adjudication ought to be made against him. Although the debtor was estopped and the judgment was binding on him, it had no such effect on the Court of Bankruptcy. The court was not estopped by the conduct of the parties. It could not be doubted that a judgment for a debt was *primâ facie* evidence of the debt, or that a judgment to which the debtor had consented was very strong evidence against him of the existence of the debt; but, notwithstanding this, his lordship thought that the Court of Bankruptcy had authority to inquire into the existence of the debt, and that it was bound to do so on sufficient cause being shown. If the circumstances alleged, and of which evidence was offered, were such that, if they were proved, that which was alleged to be a debt was a mere fraud—a fraud acted on by the petitioning creditor—it would be monstrous to say that under such circumstances, when the court must have the strongest suspicion that there was no petitioning creditor's debt at all, it was bound, as a matter of law, to make a receiving order. Under such

circumstances it was impossible that the judge could be satisfied with the proof of the petitioning creditor's debt. Of course, there being a strong *primâ facie* case in favour of the judgment, if the debtor failed in the proof of his allegations, he must take the consequences; the court ought to lean heavily in favour of a judgment so obtained. But the hands of the court were not so tied as to be bound to act on a judgment so obtained when evidence was clearly offered in proof of the allegations of fraud which were made. The registrar ought to have inquired into the validity of the debt, and not to have made a receiving order merely because of the judgment. COTTON, L.J., said that it had been long established that, on a question of proof, the trustee in a bankruptcy, on behalf of the other creditors, could go behind a judgment, and show that, although the judgment was *primâ facie* evidence of a debt, it did not, in fact establish a debt. The principle of that rule was this, that no act of the debtor—compromise, collusion, or anything else—as regards one creditor ought to prejudice the rights of the other honest, *bonâ fide* creditors. The principle of that rule did not apply to such a case as the present, and, but for authority, his lordship should have felt great difficulty in extending the rule to such a case. But *Ex parte Kibble* was a direct decision of the Court of Appeal that the court would enter into an inquiry as to the validity of a judgment debt, at the instance of the debtor himself, upon an application to adjudicate him a bankrupt. It was contended that the court would not do this unless the circumstances alleged were such as, if the debtor were solvent, would give him an equitable right to impeach the judgment. But in *Ex parte Kibble* there was nothing to raise any such equity in favour of the debtor; the court was simply satisfied by the evidence that the alleged debt arose out of a transaction entered into during the infancy of the debtor, and the court said that that could not constitute any real debt. The principle of the decision must have been that which had been referred to by the Master of the Rolls. The court was not bound, under section 7, to make a receiving order; even if the debt and the act of bankruptcy were established, the court had a discretion. What ought to be the guide to the exercise of this discretion? His lordship thought that if the claim was one which, if the debtor's allegations were true, would give the claimant no right in bankruptcy, the court ought not to make a receiving order, but ought to require the matters alleged to be investigated. Of course, the judgment could not be disregarded unless the debtor was himself willing to submit to examination. LINDLEY, L.J., said that, as between the debtor and the creditor, there might be no ground on which the debtor was entitled to have the judgment set aside or execution stayed. But it by no means followed, as a matter of course, that the creditor was entitled to a receiving order in respect of the judgment debt, for bankruptcy proceedings were not like ordinary proceedings, affecting as they did, not only the debtor, but all his creditors. Before bankruptcy proceedings were put in motion, it was the duty of the court to see at whose instance they were being put in force.—COUNSEL, *Winslow*, Q.C., and *A. A. Terrell*; *R. Vaughan Williams*. SOLICITORS, *H. W. Chatterton*; *C. F. Emmott*.

CASES AFFECTING SOLICITORS.

CHAPPELL *v.* GRIFFITH.—Kay, J., 5th November.

PARTNERSHIP AS SOLICITORS—DISSOLUTION—RIGHT TO USE PARTNERSHIP NAME.

This was a motion to restrain the defendant from carrying on business as a solicitor under the style of "Chappell & Griffith." The plaintiff, C. Chappell, and his father, F. B. Chappell, had carried on business as solicitors under a partnership agreement with the defendant under the style of Chappell, Son, & Griffith, in Golden-square. In 1883, F. B. Chappell died, and the partnership agreement provided that the surviving partners should ascertain the value of his share, and pay the amount to his executors, and be entitled to carry on the business under the old style. The plaintiff, C. Chappell, and the defendant carried on business in partnership under the old style until October, 1885, when they dissolved partnership by mutual agreement by a writing, dated the 24th of October, 1885, which was silent as to the goodwill of the business. After the dissolution the plaintiff, C. Chappell, carried on business at the old premises under the style of Chappell & Son, and the defendant took new premises in Golden-square. Shortly after the dissolution, the defendant wrote to C. Chappell suggesting an arrangement by which each should carry on business in future, under a style slightly differing from that of the old firm, to avoid the risk of either being subjected to liability from the transactions of the other. The defendant had issued a circular to all the clients of the old firm announcing the dissolution, which had not yet been gazetted, though an advertisement had been prepared by the defendant, and sent to the plaintiff for his signature. The action was brought by C. Chappell and the executors of F. B. Chappell. KAY, J., held that, whatever might be the decision at the trial, there was no case made out on the evidence before him for restraining the defendant from doing that which he had done *bonâ fide* and on sufficient notice to the other side. The agreement for dissolution was silent as to the goodwill—as was to be gathered from the subsequent conduct of the parties—because each intended to carry on business as a solicitor. On the authority of *Banks* v. *Gibson* (13 W. R. 1012, 34 Beav. 566), *Levy* v. *Walker* (27 W. R. 370, L. R. 10 Ch. D. 445), the defendant was entitled to use the name of the old firm, subject to the qualification that he did not expose anyone to liability thereby, and in the present case there was no risk of so doing. On the evidence, he assumed that the surviving partners had paid out the executors; but, in any event, their only right was to receive a sum of money.—COUNSEL, *Graham Hastings*, Q.C., and *Haldane*; *Pearson*, Q.C., and *Joseph Beaumont*. SOLICITORS, *Frank Richardson & Sadler*; *Griffith Griffith*.

ROWLANDS *v.* WILLIAMS—C. A. No. 2, 11th November.

SOLICITOR—COSTS—CHARGE ON PROPERTY "RECOVERED OR PRESERVED"—23 & 24 VICT. c. 127, s. 28.

The question in this case was whether the defendant's solicitor was entitled, by virtue of section 28 of the Solicitors Act of 1860, to a charge for the defendant's costs of the action upon the defendant's interest in some partnership property to which the action related, on the ground that it had been "recovered or preserved" by means of the action through the instrumentality of the solicitor. The action was brought for the dissolution of a partnership between the plaintiffs and the defendant in the business of colliery proprietors. The defendant delivered a counter-claim, by which he sought to charge the plaintiffs with a loss which he alleged to have resulted from their mismanagement of the business. At the trial an order was made staying the proceedings in the action, except for the purpose of enforcing that order and an agreement which had been entered into between the parties. This agreement, which was scheduled to the order, provided—(1) that the partnership should be dissolved as from that day; (2) that the colliery and other partnership property should be sold within six months, in the manner and on the terms and conditions to be fixed by two engineers appointed by the plaintiffs and the defendant respectively; (3) that the works should be carried on by the plaintiffs in the meantime, subject to the supervision of the same two engineers; (4) that all accounts and matters relating to the partnership business and its property should (with certain exceptions) be referred to a referee, whose decision was to be final, it being further expressly agreed that it was to be open to either of the parties to charge any or either of the other parties in respect of any improper employment of, or dealing (if any) with, partnership moneys or property for purposes other than the objects or purposes of the partnership. An agreement was afterwards entered into between the defendant and the plaintiffs that the sale of the colliery should be rescinded as from the next day, and that all litigation in the action should at once be put an end to, and that the colliery should be carried on as before the commencement of the action. In July last the defendant's solicitor applied to Kay, J., for an order declaring him entitled to a charge upon the shares of the plaintiffs and the defendant in the collieries and other properties of the partnership in respect of the costs due to the applicant as solicitor for the defendant in the action. Kay, J., refused the application so far as it related to the shares of the plaintiffs, but he granted it as to the shares of the defendant. Through some misapprehension, the defendant was not present when the order was made, and it was supposed that he consented to the application. The defendant appealed. The Court of Appeal (Sir JAMES HANNEN, and BOWEN and FRY, L.JJ.) reversed the decision. Sir JAMES HANNEN said that Kay, J., had acted on a misapprehension as to the consent of the defendant, the truth being that the defendant never gave any authority to assent to his share being charged with these costs. The defendant was not, therefore, precluded from appealing from the order. The simple question was whether by the compromise which was come to any property had been "recovered or preserved" within the meaning of section 28 of the Act. In *Pinkerton* v. *Easton* (L. R. 16 Eq. 490) it was clearly laid down by Lord Selborne, and this had ever since been recognized, that it was always a question of fact whether property had been "recovered or preserved" by means of a litigation. In the present case the judgment at the trial was founded on an agreement between the parties. It had not been suggested that the existence of the partnership was in dispute, nor was it sought to exclude the defendant. His claim as a partner had not, therefore, been "preserved" by the action. The provision in the agreement for the sale of the colliery and other partnership property was merely a mode of realizing the recognized interest which the defendant had in the partnership. The 3rd clause provided for the carrying out of the works until a sale, and that had no bearing on the question whether any property had been "preserved" by the action. The provision in the 4th clause, which left it open to either of the parties to charge the others in respect of any improper employment of partnership moneys, was the only clause on which any tangible argument had been founded. But it really amounted to no more than this—that, if any dispute on this matter should arise between the parties, a mode of dealing with it was provided. It did not appear that there ever had been any such dispute, and the parties had never availed themselves of the provision. It did not appear that there had been any "recovery" or "preservation" of any tangible property. *Faton* v. *Gascoigne* (L. R. 9 Ch. 654) showed that a very literal interpretation was to be given to the word "property," for there, though the defendant's building was "preserved" from being pulled down, yet, inasmuch as the suit related only to an easement of light, it was held that the defendant's solicitor was not entitled to any charge for costs on the defendant's building. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Upjohn*; *Graham Hastings*, Q.C., and *Hadley*. SOLICITORS, *Cunliffes & Davenport*; *I. H. Wrentmore*.

ELECTION LAW.

DASHWOOD *v.* AYLES—C. A. No. 1, 6th November.

AMENDMENT OF DESCRIPTION.

In this case the qualification of a person on the list of parliamentary voters for a county was given as "tenement and garden," and the description of the qualifying property as "part of bailiff's tenement." The revising barrister amended by inserting the words "dwelling-house" before "tenement" and omitting "garden." It was contended for the objector that the barrister had practically changed the nature of the qualification by so doing, and that the word "tenement" must be taken

to refer to the occupation franchise only. Lord Esher, M.R., said that there was power to amend. The duty of a revising barrister was to hold the balance as evenly as possible between objectors and claimants, and not to do anything, even where the power is given him, if it would unfairly prejudice either party. There was power to amend in case of misdescription, and there had been a mistake in the present case. "Tenement," in its vulgar sense, undoubtedly signified a small dwelling-house, and reading the qualification with the description of the qualifying property, it was clear that the objector might easily have gathered what the nature of the premises were in respect of which a vote was claimed. Cotton and Bowen, L.JJ., agreed.—Counsel, *Crump*, Q.C.; *Foote*. Solicitors, *Field, Roscoe, & Co.; Gregory & Co.*, for *Trevor Davis*, Sherborne.

MUNIFIE *v.* BANGER.—C.A. No. 1, 6th November.

Amendment of Description.

In this case the qualification had also been given as tenement and garden, but the description of the qualifying premises was stated to be "school yard." There was nothing to show whether "school yard" was the name of a locality merely, or how many houses there were in it, or whether there were any there at all. It was contended for the objector that the qualification might be taken to be the occupation of offices or anything else, and that there was nothing to show that the inhabitancy of a dwelling-house was intended. The Court said that it must not be taken that in every case where the word "tenement" is used it can be changed into dwelling-house, but they could not say that the revising barrister might not fairly between the parties have come to the conclusion that he might make the amendment.—Counsel, *Crump*, Q.C.; *Foote*. Solicitors, *Field, Roscoe, & Co.; Gregory & Co.*, for *Trevor Davis*, Sherborne.

THE JUDGES ON THE CRIMINAL LAW AMENDMENT ACT AGITATION.

Mr. Justice Stephen, in charging the grand jury at the Norwich Assizes on Tuesday, said he was sorry there was such a heavy calendar and one which contained a very unusual number of indecent cases. He had observed during the course of this circuit that the number of indecent cases brought up for trial, consisting principally of assaults upon little girls, was very much larger than usual. He could not ascribe this increase in any way to the working of the new Criminal Law Amendment Act, because, out of the enormous number of cases that had come before him, only two—one here and one at Maidstone—were triable under that Act, and would not have been triable under the law as it stood before the Act was passed. Neither could he ascribe the increase to any special activity on the part of the police; for the cases, without exception, had been brought forward in the natural and usual way by the parents of the children who had been so grossly outraged. Out of upwards of forty cases at the Sussex Assizes, eleven were of this description. At Chelmsford the proportion was considerably smaller, there not being more than four or five cases of indecency out of about twenty-three. But at the present assize, which embraced the counties of Norfolk and Suffolk, he was sorry to say that nine or ten were cases of this sort out of a total of about forty prisoners—a proportion of one in four. He could not help fearing that these cases, which had always occurred to a certain extent, had increased in number by the most unwise and injurious measures that had been taken for drawing public attention to the subject. In his experience, which extended over the period of seven years as a judge and upwards of thirty years as a member of the profession, he had heard, of course, many hundreds—he might say, thousands—of different cases of crime, and there had always, unhappily, been a certain proportion of these abominable cases. They were, so far as his experience went, committed almost invariably by persons of two classes—namely, on the one hand, by worn-out and debauched old men, and, on the other hand, by foul-minded boys and youths of the worst character and in the lowest possible position in every way, these being essentially the brutal and abominable crimes which were the work of thoroughly degraded characters. In stern questions of this kind, he thought that to call great public attention to them and to describe all their details—he cared not under what philanthropic or religious pretences—was about the most insane, the most injurious, the most dangerous thing which those who had the honour and welfare of their country at heart could possibly do. One might as well open a sewer and invite people to come and smell it, thereby to judge what a dangerous thing sewer-gas was. They might say "We do it only to show the foulness of the gas"; but the effect would be a dreadful extension of disease. And many of those who made a great stir about indecent matters with the view, as they said, of calling public attention to them and putting down crime, did really only effect the purpose of calling private attention to them and encouraging indecent thoughts in the minds of those who were foul and wicked enough to debase themselves by loathsome practices.

Mr. Justice Wills, in charging the grand jury at the Liverpool Assizes on Wednesday, referred to the numerous offences against girls and women, and warned the jury to be watchful with regard to these cases, upon which of late an extraordinary and extravagant amount of attention had been concentrated. Prurient minds were easily stimulated by literature such as that of which there had been too much, and while offences were easily charged accusations were difficult to get rid of.

Mr. Justice Mathew, in summing up to the jury in a case of indecent assault at the Manchester Assizes, pointed out how this case illustrated the fear which had been upon the minds of many that this Act, which undoubtedly was a most salutary one, might be used for the purpose of extortion, and the discussion which had been raised upon it might suggest to females of impure mind to bring unfounded charges.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), W. Beriah Brook, Samuel Harris (Leicester), Edwin Hedger, Grinham Keen, R. Pennington, Philip Rickman, Henry Roscoe, Sidney Smith, F. T. Veley (Chelmsford), W. Melmoth Walters, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £618 was distributed in grants of relief; twelve new members were admitted to the association; and other general business was transacted. Mr. J. Anderson Rose was elected as chairman of the board of directors for the ensuing year, and Mr. W. Edwood Shirley (Doncaster) as deputy-chairman.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates, whose names are in alphabetical order, were successful at the preliminary examination held on the 21st and 22nd of October, 1885:—

Ainley, Herbert
Allen, Rowland
Anderson, Charles Augustus
Andrews, Frank Reginald
Atkinson, George Anthony John
Audain, Cyril Bannatyne
Auld, John Harrison
Banks, Frederick
Beckwith, Robert William
Belk, Thomas
Bellingham, Hugh
Bemrose, Arthur Cade
Bennett, William George
Blewitt, Frank John
Blunt, Arthur Giraud
Bolingbroke, Ernest Michael
Bonnin, Alfred
Broad, John
Brockbanks, Francis Herbert
Bromhall, Thomas Henry
Bryan, Frank Smith
Cardale, William Henry
Carter, Walter Henry Bonham
Chadwick, Joseph Hiram
Clarke, Leslie
Colby, Charles Llewellyn Whytehead
Colmer, Albert Ernest
Cooper, George
Copeland, William Burdon
Cross, Henry Wingfield
Cullingham, James Barry
Dawson, John William
Dowling, Augustine
Downey, John Henry
Drummond, Duncan Powys
Emsley, Herbert Edward
Evans, John William
Eve, Herbert Frederick
Fullagar, Frank
Garratt, John Whitmore
Geoghegan, John
Goldberg, Leopold Augustus
Gould, Frederick Hardy
Gramshaw, Charles Edmund
Grundy, Lewis Henry
Hales, Frederick William
Heiron, Arthur
Hogg, Robert Donaldson
Holden, Henry Vincent
Horsfall, William Heineken
Hovell, Arthur Henry
Hubbard, Seymour Edgar
Jackson, Donald Frederick
Jackson, John George
James, Daniel Pennant
Jeffery, Cuthbert John
Jessett, Sidney
Johnson, Richard Byron
Jones, William Morris
Keeble, Edward Moss
Keeble, Jasper
King, Edwin Harry
King, Leonard Burrows
Kinsey, Frank
Knaggs, Alfred Battye
Lawson, Arthur
Lewis, Thomas Percy
Long, Alexander John Wakeman
Lowe, Walter
Maffey, George
Marks, Arthur Wilmot
Masey, Arthur Adair
Maynard, Temple William
Metcalf, Frank
Mitchell, Sydney Alfred
Murray, William Robert Walker
Nelson, Edmund
Nicholas, John Henry
Northy, Walter Edward
Phillips, Charles Jenkins
Potts, William Henry
Pring, Percy John
Rainier, John Loudon
Roe, Robert Ernest Burton
Rogers, Charles
Rooke, Charles Keith Jago
Schultz, George Charles
Seddon, Frank Jervis
Seldon, William Britton
Shea, Sidney
Sinnott, Edward Stockley
Smith, Crispin Edward
Smith, Joseph Brittain
Smith, William Hervey
Spencer, Thomas
Stone, Harry Ernest Thorley
Stunt, William
Swanston, Edward Sherland
Tatham, William Verity
Thompson, Frederick Henry
Toogood, Reginald Curtis
Tozer, Henry Edgar

Treasure, Frank
Tzenfield, Harry
Tweedale, John Howarth
Voules, Francis Minchim
Wade, William Mylles
Walter, William Lenn
Waud, Charles Ernest Waud
Ward, Henry William
Warner, Harry Ernest
Watts, Herbert Joseph
Webster, James Hewitt
Westwood, Frank
White, Arthur Hastings
Wickham, John Herbert Townshend
Williams, John Lee Bromley
Wilson, Herbert Duckworth
Woodbridge, Reginald George
Wright, Charles Beaufoy
Vincent, William James Nathaniel

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held on Tuesday last at the Law Institution, Chancery-lane, Mr. H. Mossop in the chair. Mr. Stewart Smith opened the motion for debate: "That this society sees nothing in the conduct of the Government in the past or in its promises for the future to entitle it to the confidence of the country." The opener was supported by Messrs. Bilney, Rhys, Dobell, and Austin; and was opposed by Messrs. Muir, Wheeler, Lloyd Jones, and Langham. The motion, which had brought together an unusually large meeting, was ultimately negatived.

OBITUARY.

MR. FREDERICK FOX.

Mr. Frederick Fox, solicitor, of Norwich, died on the 2nd inst., after a somewhat long illness. Mr. Fox was admitted a solicitor in 1845, and had practised for nearly forty years at Norwich. He was a perpetual commissioner for the county of Norfolk and the city of Norwich, and he had a good private practice. He was honorary secretary to the Norwich Solicitors' Amicable Society, and solicitor to several of the local lodges of Odd Fellows. Mr. Fox had twice served the office of under-sheriff of the city of Norwich. He was buried at the Norwich Cemetery on the 6th inst.

MR. JOHN ANSDELL.

Mr. John Ansdell, solicitor, died at St. Helens on the 22nd ult., in his eighty-third year. Mr. Ansdell, who was the oldest solicitor at St. Helens, was admitted a solicitor in 1830, and had for many years carried on a considerable practice in that town. He was formerly associated in partnership with Mr. John Cross Eccles. Mr. Ansdell had been for many years registrar of the St. Helens County Court (Circuit No. 6), and filled that post at the time of his death.

LEGAL APPOINTMENTS.

Mr. George William Morrison, solicitor, of Leeds, has been appointed Deputy Sheriff and Deputy Returning Officer for the Pudsey and Barkston Ash Divisions of the West Riding of Yorkshire. Mr. Morrison is town clerk of the borough of Leeds. He was admitted a solicitor in 1875.

Mr. Thomas Roderick, solicitor, of 19, Gresham-street, has been elected High Bailiff of Southwark, in succession to Mr. William Gresham, deceased. Mr. Roderick was admitted a solicitor in 1875. He was elected secondary of the City of London about a year ago.

Mr. Cecil Bray, solicitor (of the firm of Cecil Bray & Peter), of Holsworthy and Stratton, has been elected Clerk to the Holsworthy Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Bray was admitted a solicitor in 1856.

Mr. William Dunn, solicitor (of the firm of Dunn & Payne), of Frome, has been appointed Deputy Sheriff and Deputy Returning Officer for the Wells, Frome, and Northern Divisions of Somersetshire. Mr. Dunn was admitted a solicitor in 1854. He is clerk of the peace and clerk to the lieutenancy for Somersetshire.

Mr. William Hebb, solicitor, of Ross, has been appointed Registrar of the Newent County Court (Circuit No. 53), in succession to Mr. John Dighton, resigned. Mr. Hebb was admitted a solicitor in 1865.

Mr. Charles Mills, solicitor (of the firm of Mills & Bibby), of Huddersfield, has been elected President of the Huddersfield Incorporated Law Society for the ensuing year. Mr. Mills was admitted a solicitor in 1859.

Mr. Thomas Ward Hearfield, solicitor and notary (of the firm of Hearfield & Lambert), of Hull, has been appointed Under-Sheriff of the Town and County of the Town of Kingston-upon-Hull for the ensuing year. Mr. Hearfield was admitted a solicitor in 1870.

Mr. Samuel Maples, solicitor and notary (of the firm of Maples & McCraith), of Nottingham, has been appointed Under-Sheriff of the Town and County of the Town of Nottingham for the ensuing year. Mr. Maples was admitted a solicitor in 1859.

Mr. Henry Clement Casley, solicitor, of Ipswich and Aldeburgh, has been elected Town Clerk of the newly-incorporated Borough of Aldeburgh. Mr. Casley was admitted a solicitor in 1875. He is town clerk and clerk of the peace for the borough of Orford, secretary and solicitor to the Ipswich Chamber of Commerce, and clerk and solicitor to the Ipswich Dock Commissioners. He is in partnership with Mr. Peter Bartholomew Long, distributor of stamps for Suffolk.

Mr. Francis Henry Jeune, barrister, has been appointed Chancellor of the Diocese of St. Albans and Chancellor of the Diocese of St. Asaph. Mr. Jeune is the eldest son of the late Right Rev. Francis Jeune, D.D., Bishop of Peterborough, and was born in 1843. He was educated at Harrow, and was formerly scholar of Balliol College, Oxford, where he graduated first class in classics in 1865. He obtained the Stanhope Prize in 1863, and the Arnold Prize in 1867, and he was afterwards elected a fellow of Hertford College. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he practises on the South-Eastern Circuit.

Mr. H. S. Clutton, solicitor, of 9, Whitehall-place, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Justice Stephen has been elected an Honorary Fellow of Trinity College, Cambridge.

Mr. Arthur Cohen, Q.C., M.P., has been elected an Honorary Fellow of Magdalen College, Cambridge.

Mr. William Hewetson, solicitor, of Appleby, has been elected Town Clerk of the newly-incorporated Borough of Appleby. Mr. Hewetson was admitted a solicitor in 1882.

Mr. Philip Edward Mather, solicitor (of the firm of Mather, Cockroft, & Mather), of Newcastle-upon-Tyne, has been appointed Under-Sheriff of the City and County of the City of Newcastle-upon-Tyne for the ensuing year. Mr. Mather was admitted a solicitor in 1872.

LEGAL MAYORS.

Mr. John William Pye Smith, solicitor (of the firm of Burdekin, Pye Smith, & Benson), of Sheffield, has been elected Mayor of that borough for the ensuing year. Mr. Smith was admitted a solicitor in 1863.

Mr. John George Lawrence Bulleid, solicitor, of Glastonbury, has been elected Mayor of that borough for the sixth time. Mr. Bulleid was admitted a solicitor in 1848, and has for many years been one of the borough aldermen.

Mr. Richard Rendle Miller Daw, solicitor, of Exeter, has been elected Mayor of that city for the ensuing year. Mr. Daw is the son of the late Mr. John Daw, solicitor. He was admitted a solicitor in 1859, and he is registrar of the Exeter County Court, and district registrar under the Judicature Acts.

Mr. Edmund Mainley Awdry, solicitor (of the firm of Wood & Awdry), of Chippenham, has been elected Mayor of that borough for the ensuing year. Mr. Awdry was admitted a solicitor in 1875.

Mr. Ambrose William Knott, solicitor, of Worcester and Bromyard, has been elected Mayor of the City of Worcester for the ensuing year. Mr. Knott was admitted a solicitor in 1863. He was sheriff of Worcester during the past year.

Mr. John Thornhill Morland, solicitor, of Abingdon, has been elected Mayor of that borough for the ensuing year. Mr. Morland was educated at Harrow and at Trinity College, Cambridge. He was admitted a solicitor in 1863, and he is clerk of the peace for Berkshire.

Mr. Thomas Martineau, solicitor and notary (of the firm of Ryland, Martineau, Carslake, & Goodwin), of Birmingham, has been re-elected Mayor of that borough for the ensuing year. Mr. Martineau is an alderman for the borough. He was admitted a solicitor in 1851. He is law clerk to the Guardians of the Birmingham Assay Office.

Mr. Alfred Starling Blake, solicitor (of the firm of Blake, Reed, & Lapthorn), of Portsmouth, has been elected Mayor of the Borough of Portsmouth for the ensuing year. Mr. Blake was admitted a solicitor in 1869.

Mr. Benjamin Page Grimsey, solicitor, of Ipswich, has been elected Mayor of that borough for the ensuing year. Mr. Grimsey is registrar of the Ipswich County Court, and district registrar under the Judicature Acts. He was admitted a solicitor in 1856.

Mr. Richard Nicholas Howard, solicitor, of Weymouth and Portland, has been elected Mayor of the Borough of Weymouth for the ensuing year. Mr. Howard was admitted a solicitor in 1855. He is coroner for the Isle of Portland.

Mr. Becher Tidd Pratt, solicitor (of the firm of Pratt & Hodgkinsons), of Newark, has been elected Mayor of that borough for the ensuing year. Mr. Pratt was admitted a solicitor in 1854.

Mr. Arthur Brickwood Hutchings, solicitor, of Devonport, has been re-elected Mayor of that borough for the ensuing year. Mr. Hutchings was admitted a solicitor in 1875.

Mr. Thomas Creaser Kellock, solicitor and notary, of Totnes, has been re-elected Mayor of that borough for the ensuing year. Mr. Kellock was admitted a solicitor in 1845.

Mr. George Lancelot Andrewes, solicitor (of the firm of Andrewes,

Canham, & Andrewes), of Sudbury, has been elected Mayor of that borough for the ensuing year. Mr. Andrewes was admitted a solicitor in 1873.

PARTNERSHIP DISSOLVED.

GEORGE HARRY JERAM and GEOFFREY CHARLES TOPHAM, solicitors, 7, Railway-approach, London Bridge (Jeram & Topham). Nov. 1. The said Geoffrey Charles Topham will in future carry on business on his own account at the above address. [*Gazette*, Nov. 6.]

NEW ORDERS, &c.

CHANCERY DIVISION.—MR. JUSTICE PEARSON.

NOTICE.

On Tuesday next, the 17th inst., some of the following actions with witnesses will be in his lordship's paper for trial, at 10.30:—

Otto v. Steel.	Petrie v. Oliver.
Serff v. Acton Local Board.	Clark v. Bray.
Johnson v. Starkey.	Crickmer v. Freeman.
Micuillo v. Alt.	Woodward v. Green.
Tyler v. Hearne.	Trevithick v. Trevithick.
Elisha v. Hunt.	

The Brussels correspondent of the *Times* records the death, at the age of seventy-five, of the distinguished Dutch jurist, M. H. Tels, who several times declined the offer of the Ministry of Justice which was made to him.

At the livery dinner of the Farriers' Company on Monday last, under the presidency of Mr. W. H. Herbert, the master, there were present, among others, Mr. H. Roscoe (President of the Incorporated Law Society), Mr. C. M. Warmington, Q.C., Mr. J. Shiress Will, Q.C., Mr. F. C. Bayard, Mr. Sidney Smith (Solicitors' Benevolent Association), and Mr. W. J. D. Andrew (Andrew, Wood, & Glasier). During the evening a deputation from the Scriveners' Company, headed by Dr. Freshfield, waited on the company, which visit was afterwards returned.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Nov. 16	Mr. Farrer	Mr. King	Mr. Koe	Mr. Leach
Tuesday ... 17	King	Farrer	Clowes	Beal
Wed..... 18	Pemberton	King	Koe	Leach
Thursday.. 19	Ward	Farrer	Clowes	Beal
Friday 20	Clowes	King	Koe	Leach
Saturday .. 21	Koe	Farrer	Clowes	Beal
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Nov..... 16		Mr. Ward	Mr. Jackson	Mr. Pugh
Tuesday 17		Pemberton	Carrington	Lavie
Wednesday 18		Ward	Jackson	Pugh
Thursday 19		Pemberton	Carrington	Lavie
Friday 20		Ward	Jackson	Pugh
Saturday 21		Pemberton	Carrington	Lavie

COMPANIES

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AUTOMATIC MUSICAL INSTRUMENT COMPANY, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Bacon, V.C., on Nov 14. Davis and Co, Coleman st, solicitors for the petitioner

CROOKE'S MINING AND SMELTING COMPANY, LIMITED.—The Vacation Judge has, by an order dated Sept 8, appointed Mr Horace Woodburn Kirby, 4, Coleman st, to be official liquidator

TOWN ARMS HOTEL COMPANY, LIMITED.—Petition for winding up, presented Nov 4, directed to be heard before Kay, J., on Nov 14. Cheese, Chancery lane, solicitor for the petitioner

[*Gazette*, Nov. 6.]

BABAUGH OIL REFINING COMPANY, LIMITED.—Pearson, J., has, by an order dated Oct 27, appointed Mr William Slingsby Ogle, 90, Cannon st, to be official liquidator

BLAINA FURNACES COMPANY, LIMITED.—By an order made by Chitty, J., dated Oct 31, it was ordered that the voluntary winding up of the company be continued. Clements, Gresham House, Old Broad st, solicitor for the petitioner

BURY CARRIAGE COMPANY, LIMITED.—By an order made by Pearson, J., dated Oct 31, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner

CLARK'S PATENT HORSE NAIL COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Oct 31, appointed Harry Seymour Foster, 3, Copthall bldgs, to be official liquidator. Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Dec 18 at 12, is appointed for hearing and adjudicating upon the debts and claims

HAMPTON COURT STEAM LAUNDRY COMPANY, LIMITED.—Petition for winding up, presented Nov 7, directed to be heard before Chitty, J., on Saturday, Nov 21. White, New inn, solicitor for the petitioner

HARROW BRICK AND TILE COMPANY, LIMITED.—By an order made by Kay, J., dated Oct 31, it was ordered that the company be wound up. Wansey and Bowen, Moorgate st, solicitors for the petitioner

HENDON GLASS COMPANY, LIMITED.—By an order made by Chitty, J., dated Oct 31, it was ordered that the voluntary winding up of the company be continued. Hickin and Graham, Serjeants' inn, Fleet st, solicitors for the petitioners

HYDRO-CARBON SYNDICATE, LIMITED.—Petition for winding up, presented Nov 7, directed to be heard before Chitty, J., on Saturday, Nov 21. Tibbitts and Son, Field ct, Gray's inn, solicitors for the petitioner

LANCASHIRE STEAM COMPANY, LIMITED.—By an order made by Pearson, J., dated Oct 31, it was ordered that the company be wound up. Taylor and Co, Great James st, Bedford row, agents for Burton and Scorer, Lincoln, solicitors for the petitioners

LEADENHALL STEAMSHIP COMPANY, LIMITED.—By an order made by Pearson, J., dated Oct 31, it was ordered that the voluntary winding up of the company be continued. Flux and Co, East India avenue, solicitors for the petitioners

MEDICAL ATTENDANCE ASSURANCE ASSOCIATION, LIMITED.—By an order made by Pearson, J., dated Oct 31, it was ordered that the association be wound up. Harcourt, Moorgate st, solicitor for the petitioners

MILITARY AND CIVIL SERVICE COLLEGE, LIMITED.—By an order made by Bacon, V.C., dated Oct 31, it was ordered that the college be wound up. Savidge, Gracechurch st, solicitor for the petitioner

STEAM SUPPLY ASSOCIATION, LIMITED.—By an order made by Chitty, J., dated Oct 31, it was ordered that the association be wound up. Shaw and Tremellen, Gray's inn sq, agents for Haslam, Bury, solicitor for the petitioner

TYNE AND WEAR STEAM SHIP OWNING COMPANY, LIMITED.—By an order made by Pearson, J., dated Oct 31, it was ordered that the voluntary winding up of the company be continued. Hickin and Graham, Serjeants' inn, agents for Simey, Sunderland, solicitor for the petitioners

WEST KENSINGTON ESTATES COMPANY, LIMITED.—By an order made by Kay, J., dated Oct 31, it was ordered that the company be wound up. Ditton, Queen Victoria st, solicitor for the creditors

[*Gazette*, Nov. 10.]

FRIENDLY SOCIETIES DISSOLVED.

OLIVE BRANCH LODGE, Independent Order of Odd Fellows, Manchester Unity, Railway Hotel, Railway st, Nelson, Lancaster. Oct 30

[*Gazette*, Nov. 6.]

HOLYWELL FEMALE FRIENDLY SOCIETY, Vestry Room, Holywell. Oct 16

MONKTON FARLEIGH CLUB, Vestry Room, Parish Church, Monkton Farleigh, Wilts. Nov 6

[*Gazette*, Nov. 10.]

SUSPENDED FOR THREE MONTHS.

UNITY AND LOVE LODGE, United Brethren Friendly Society, Queen's Arms Inn, Soham, Cambridge. Nov 3

LIVERTON MINES PROVIDENT BENEFIT SOCIETY, School Rooms, Liverton Mines, Loftus, York. Nov 3

[*Gazette*, Nov. 6.]

ODD FELLOWS' WIDOWS AND ORPHANS AND SUPPLEMENTARY ASSURANCE FUND, Golden Lion Hotel, St Sampson's sq, York. Nov 6

[*Gazette*, Nov. 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

BEDDOWS, HENRY, Bolton, Lancaster, Joiner. Dec 1. Pickersgill v Beddows, Registrar, Manchester District. Gee, Bolton

JOHNSON, WILLIAM, Walton on the Hill, Lancaster. Retired Millwright. Nov 28. Johnson v Haskayne, Registrar, Liverpool District. Killey, Liverpool

KEATES, HUGH THOMAS, Pratt st, Camden Town, Carman. Dec 1. Wilston v Keates, Chitty, J. Christmas, Walbrook

METCALFE, Rev HENRY BENTLEY, Lincoln. Dec 1. Smith v Metcalfe, Bacon, V.C. Stephen, Lincoln

RAWCLIFFE, ROBERT, Layton Hawes, Lancaster, Gent. Nov 16. Rawcliffe v Rawcliffe, Registrar, Preston District. Maynard, Preston

TOYE, WILLIAM HAY, Chepstow, Monmouth, Solicitor. Dec 7. Benjamin v Talbot, Chitty, J. Hancock, Bristol

TURNBULL, MARY, Southwaite, Heaket in the Forest, Cumberland. Dec 7. Atkinson v Bulman, Chitty, J. Mounsey, Carlisle

[*Gazette*, Nov. 6.]

BURFIELD, MICHAEL, Newport, Monmouth, Gent. Nov 30. Williams v Mostyn' Bacon, V.C. Vaughan, Newport

FLINT, RICHARD, Heaton Norris, Lancashire, Surgeon. Dec 4. Coppock v Vaughan, Chitty, J. Pitman, Queen Victoria st

HANKES, WILLIAM, Filey, York, Gent. Dec 10. Cammish v Hankes, Pearson, J. Richardson, Bridlington

LETTS, THOMAS, Sydenham, Kent, Publisher. Dec 10. Darwin v Letts, Pearson, J. Parton, Rood lane, Fenchurch st

MCGEORGE, THOMAS, Newark upon Trent, Starter for the Jockey Club. Dec 7. Nicholson v McGeorge, Bacon, V.C. Bruty, Tokenhouse yard

WILKINSON, JOSEPH BANKS, Godmanchester, Huntingdon, Farmer. Dec 14. Foster v Wilkinson, Kay, J. Turner, Cambridge

[*Gazette*, Nov. 10.]

CREDITORS UNDER 22 & 23 VICT. CAP 36. LAST DAY OF CLAIM.

BATE, MARGARET, Dover. Dec. 24. Paddock and Sons, Hanley

BUCKERIDGE, JOB AUSTIN, Kintbury, Berks, Gent. Dec. 10. Astley, Hungerford

BUTLER, GEORGE, Elm st, Gray's inn rd, Wire Manufacturer. Jan. 15. Woolley and Hughes, Great Winchester st, Old Broad st

CAULWELL, THOMAS, Cudwell nr Barnsley, York, Bleacher. Dec. 16. Tyas and Son, Barnsley

DOWELL, JOSEPH, Bournemouth, Hants, Gent. Dec. 9. Martin, Fenchurch st

DYSON, THOMAS, Altrincham, Chester, Gent. Dec. 31. Farrar and Hall, Manchester

FITCH, the Rev. ADAM, Thornton Steward, York, Clerk. Nov. 30. Burrill and Maughan, Middleham

HAMPSON, JAMES, Crumpsall, nr Manchester, Gent. Dec. 1. Oxford, Manchester

HARRIS, MARY, Caerleon, Monmouth. Dec. 4. Colborne and Co

HYAM, JAMES, Stratford upon Avon, Builder. Dec. 19. Slatter and Co, Stratford upon Avon

JORDAN, GEORGE WILLIAM, Waterloo, Lancaster, Saw Mill Proprietor. Dec. 16. Anne Jordan, Kinross rd, Waterloo
MORRES, Rev ROBERT ELLIOT, Langridge Rectory, nr Bath. Dec. 12. Wheeler and Sargeant, Workingham
MORRIS, JOHN, Stapenhill, Derby, Cooper. Dec. 17. Taylor Burton [on Trent
QAMSBOTHAM, HENRIETTA ANNE, Devonshire rd, Forest hill. Jan. 14. Maples and Co, Frederick's pl, Old Jewry
REID, JOHN, Ramsgate, Kent, Gent. Jan 5. Lewis, Dover
RICHARDSON, MARY, Leicester. Dec. 1. Arnall, Leicester
SALMON, HENRY EDMUND, Haymarket, Licensed Victualler. Nov 23. Elphinstone Stone, Fenchurch avenue, Lime st
SALMON, JOHN, Haymarket, Liscened Victualler, Nov. 23. Elphinstone Stone, Fenchurch avenue, Lime st
SELF, ELIZABETH. Fakenham, Norfolk. Dec. 4. Cates, Fakenham
WHITAKER ROBERT, Royton, Lancaster, Cotton Spinner. Dec. 21. Fox, Manchester
WIGLEY, HENRY, Nottingham, Retired Butcher. Jan. 4. Turner, Nottingham
WILLIAMS, the Rev DAVID, Newmarket, Flint, Clerk. Nov. 21. Davies Robert s Rhyl
WILTSHIRE, HENRY, Packington st, Islington, Greengrocer. Dec 10. Parkes, Queen Victoria st
WOOD, THOMAS, Pickering, York, Builder. Dec. 5. Pearson, Malton
[*Gazette*, Nov. 6.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

TODD.—Nov. 7, at 36, Cambridge-terrace, Hyde-park, W., the wife of D'Arcy Todd, barrister-at-law, of a daughter.

DEATHS.

PIDDING.—Nov. 4, at 11, Chepstow-villas, Bayswater, Edward Pidding, solicitor, aged 72.
THOMAS.—Nov. 4, at 36, Poplar-grove, Shepherd's-bush-road, Ralph Thomas, solicitor, aged 81.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, Nov. 6, 1885.
RECEIVING ORDERS.

Allan, John, Lee, Kent, Builder. Greenwich. Pet Nov 4. Ord Nov 4. Exam Dec 4 at 1
Allen, Joseph, and James Bedford, Liverpool, Cleaning Waste Manufacturers. Bolton. Pet Nov 4. Ord Nov 4. Exam Nov 23 at 11.30
Ashdown, Trayton, Bexhill, Sussex, Saw Mill Proprietor. Hastings. Pet Oct 17. Ord Oct 31. Exam Nov 23
Beerling, William, Margate, Grocer. Canterbury. Pet Oct 31. Ord Nov 2. Exam Nov 20
Bellingham, Joshua Owen, Dudley, Worcestershire, Chartermaster. Dudley. Pet Oct 19. Ord Nov 3. Exam Nov 19 at 11
Booth, Benjamin, Womersley, Yorks, Farm Manager. Wakefield. Pet Nov 3. Ord Nov 3. Exam Nov 19
Brace and Brodie, Fareham, Hampshire, Brick Manufacturers. Portsmouth. Pet Oct 20. Ord Nov 4. Exam Nov 30
Bray, Joseph, Roby, Lancashire, Wheelwright. Liverpool. Pet Oct 31. Ord Nov 2. Exam Nov 16 at 11 at Government bldgs, Victoria st, Liverpool
Calf, Thomas Wormington, Wells, Tailor. Wells. Pet Oct 30. Ord Nov 2. Exam Nov 10 at 12
Chilton, Thomas, Saunderton, Buckinghamshire, Hay Dealer. Aylesbury. Pet Nov 2. Ord Nov 2. Exam Dec 9 at 11.30 at County Hall, Aylesbury
Clayton, David, Erwood, Brecon, Grocer. Newtown. Pet Oct 28. Ord Nov 4. Exam Nov 12
Davies, James, Erdington, Warwickshire, Commission Agent. Birmingham. Pet Nov 4. Ord Nov 4. Exam Dec 2 at 2
Davis, Francis, Castlemorton, Worcestershire, Farmer. Worcester. Pet Nov 4. Ord Nov 4. Exam Nov 18 at 11.30
Dove, Henry, Staple, Kent, Market Gardener. Canterbury. Pet Nov 2. Ord Nov 2. Exam Nov 20
Earnshaw, John Henry, Goole, Yorks, Assistant Bailiff. Wakefield. Pet Nov 3. Ord Nov 3. Exam Nov 19
Earwaker, Thomas Wassell, Southsea, Builder. Portsmouth. Pet Nov 2. Ord Nov 2. Exam Nov 16
Fawn, George, Cavendish 'rd, Brondesbury, Stone Agent. High Court. Pet Nov 2. Ord Nov 2. Exam Dec 4 at 11 at 34, Lincoln's inn fields
Fieldgate, Daniel, Kennington Park rd, Tea Merchant. High Court. Pet Nov 4. Ord Nov 4. Exam Dec 11 at 11 at 34, Lincoln's inn fields
Gough, Thomas, Smethwick, Staffordshire, Builder. Oldbury. Pet Nov 2. Ord Nov 2. Exam Nov 23
Hampton, Henry, North st, Wandsworth, Carman. Wandsworth. Pet Nov 3. Ord Nov 3. Exam Dec 3
Hawkyard, Christopher Marshall, New Scarborough, Commercial Traveller. Leeds. Pet Nov 2. Ord Nov 2. Exam Nov 17 at 11
Harrison, Joseph, Birmingham, Draper. Birmingham. Pet Nov 2. Ord Nov 2. Exam Nov 27 at 2
Heywood, Edward Wigley, Bury, Lancashire, Music Seller. Bolton. Pet Nov 4. Ord Nov 4. Exam Nov 23 at 11.30
Hitch, Frederick William, Hadlow, Kent, Beerhouse Keeper. Tunbridge Wells. Pet Nov 3. Ord Nov 3. Exam Dec 10
Hoy, Thomas Henry, and Robert Pringle Hoy, Landport, Hampshire, Tailors. Portsmouth. Pet Nov 2. Ord Nov 2. Exam Nov 16
Jamson, Samuel, Peterborough, Currier. Peterborough. Pet Oct 15. Ord Nov 3. Exam Nov 16 at 12.30
Joel, Jane, Hockley, Birmingham, out of business. Birmingham. Pet Oct 21. Ord Nov 3. Exam Nov 27 at 2
Jones, Daniel, Tylor's Town, nr Pontypridd, Tailor. Pontypridd. Pet Nov 2. Ord Nov 3. Exam Nov 24 at 2
Jones, Enoch, Charlwood st, Pimlico, Builder. High Court. Pet Nov 3. Ord Nov 3. Exam Dec 11 at 11 at 34, Lincoln's inn fields
Jones, John, Wednesbury, Staffordshire, Licensed Victualler. Walsall. Pet Nov 2. Ord Nov 2. Exam Nov 23 at 12
Jones, Thomas, Glifach Goch, Glamorganshire, Builder. Cardiff. Pet Nov 3. Ord Nov 3. Exam Dec 10 at 2
Phillips, William, Penygraig, nr Pontypridd, Grocer. Pontypridd. Pet Nov 3. Ord Nov 3. Exam Nov 24 at 2
Reichfeld, Elkin, Goodge st, Tottenham ct rd, Tailor. High Court. Pet Nov 3. Ord Nov 3. Exam Dec 3 at 11 at 34, Lincoln's inn fields
Roberts, Henry, London st, Greenwich, Confectioner. Greenwich. Pet Nov 3. Ord Nov 3. Exam Dec 4 at 1
Sanders, Thomas Henry, Kew rd, Richmond, Upholsterer. Wandsworth. Pet Nov 2. Ord Nov 2. Exam Dec 3
Stinton, William Henry, Cheltenham, Cabinet Maker. Cheltenham. Pet Nov 4. Ord Nov 4. Exam Nov 27 at 12
Summers, Daniel, Abergavenny, Mon, Grocer. Tredegar. Pet Nov 4. Ord Nov 4. Exam Nov 27 at 10.30 at County Court Office, Tredegar
Travis, John Henry, Deansgate, Manchester, out of employment. Stockport. Pet Nov 2. Ord Nov 2. Exam Nov 13 at 12.30
Turner, Charles, Creeting All Saints, Suffolk, Farmer. Bury St Edmunds. Pet Sept 9. Ord Nov 2. Exam Nov 26 at 2 at Guildhall
Vincett, Alfred, Folkestone, Dairyman. Canterbury. Pet Nov 2. Ord Nov 2. Exam Nov 20
Wemyss, John George Patrick, Aberystwith, Cardiganshire. Captain in the Derbyshire Militia. Aberystwith. Pet Oct 14. Ord Nov 3. Exam Nov 19 at 12.15
Whitehead, David Henry, John st, Edgware rd, Ironmonger. High Court. Pet Nov 4. Ord Nov 4. Exam Dec 15 at 11, at 34, Lincoln's inn fields
Whitworth, William, Birmingham, Cabinet Maker. Birmingham. Pet Nov 4. Ord Nov 4. Exam Dec 1 at 2
Woodford, Adolphus Frederick Arthur, Norfolk crescent, Hyde Park, Clerk in Holy Order. High Court. Pet Oct 16. Ord Nov 2. Exam Dec 8 at 11, at 34, Lincoln's inn fields

FIRST MEETINGS.

Ainsworth, Henry, Bury, Lancashire, Land Agent. Nov 13 at 11.30. 16, Wood st, Bolton
Ashdown, Trayton, Bexhill, Sussex, Saw Mill Proprieter. Nov 13 at 1. Townhall chbrs, Hastings
Beerling, William, Margate, Grocer. Nov 20 at 1. 32, St. George's st, Canterbury
Bray, Joseph, Roby, Lancashire, Wheelwright. Nov 17 at 2.30. Official Receiver. 35, Victoria st, Liverpool
Brookes, David (sep estate), Cheetham, Manchester, Joiner. Nov 16 at 3.15. Official Receiver, Ogden's chbrs, Bridge st. Manchester
Brookes, David, and Samuel Fraser McKee, Manchester, Sawyers. Nov 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Calf, Thomas Wormington, Wells, Somerset, Tailor. Nov 16 at 12.30. Official Receiver, Bank chbrs, Bristol
Cox, Charles. Bodicote, Oxford, Gardener. Nov 13 at 10.30. County Court, High st, Banbury
Cragg, John Simpson, Lowestoft, Suffolk, Net Manufacturer. Nov 13 at 3. Suffolk Hotel, Lowestoft
Davis, Francis, Castlemorton, Worcestershire, Farmer. Nov 18 at 11. Official Receiver, Worcester
Doig, Stuart, Whitechapel rd, Baker. Nov 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Dove, Henry, Staple, Kent, Market Gardener. Nov 20 at 10. 32, St George's st, Canterbury
Earwaker, Thomas Wassell, Southsea, Builder. Nov 16 at 2.30. Official Receiver, Queen st, Cheapside
Edwards, Corbett Chatfield, Devonport, Patent Agent. Nov 13 at 3. Official Receiver, 18, Frankfort st, Plymouth
Enticknap, Thomas Henry, Farnham, Surrey, Builder. Nov 19 at 2.30. Townhall, Farnham, Surrey
Flower, A., Southampton row, Auctioneer. Nov 18 at 12. 33, Carey st, Lincoln's inn
Fooks, William, St John's rd, Upper Holloway, Grocer. Nov 16 at 12. Bankruptcy bldgs, Lincoln's inn fields
Fray, James, Middle Hulton, nr Bolton, Farmer. Nov 13 at 10. 16, Wood st, Bolton
Gomarsall, Seth, Liverpool, Licensed Victualler. Nov 17 at 3. Official Receiver, 35, Victoria st, Liverpool
Hackney, Frederick, Wolstanton, Staffordshire, Potter's Colour Mixer. Nov 13 at 4. Official Receiver, Nelson pl, Newcastle under Lyme
Hampson, Thomas Avison, Everton, nr Liverpool, out of business. Nov 17 at 2. Official Receiver, 35, Victoria st, Liverpool
Haslam, Charles Richard, Beaconsfield, Bucks, Draper. Nov 14 at 12. Official Receiver, 1, St Aldate's, Oxford
Hawkyard, Christopher Marshall, New Scarborough, Commercial Traveller. Nov 16 at 11. Official Receiver, 22, Park row, Leeds
Heywood, Edward Wigley, Bury, Lancashire, Music Seller. Nov 18 at 10. 16, Wood st, Bolton
Holliday, Williams, and Co., Finsbury circus, Merchants. Nov 18 at 12. Bankruptcy bldgs, Lincoln's inn fields
Hoy, Thomas Henry, and Robert Pringle Hoy, Landport, Hampshire, Tailors. Nov 17 at 12. Chamber of Commerce, 145, Cheapside
Hughes, Thomas, Pulley, Salop, Maltster. Nov 17 at 3.30. Law Society, Talbot chbrs, Shrewsbury
Jamson, Samuel, Peterborough, Currier. Nov 16 at 12. County Court, Peterborough
Jones, John, Wednesbury, Staffordshire, Licensed Victualler. Nov 16 at 11.15. Official Receiver, Bridge st, Walsall
Larner, James, Nunhead, Surrey, Fish Salesman. Nov 16 at 2. Bankruptcy bldgs, Lincoln's inn fields
Lees William, Buxton, Derbyshire, Innkeeper. Nov 13 at 11.15. Official Receiver, County chbrs, Market pl, Stockport
Leonard, Samuel, High st, Feltham, Builder. Nov 18 at 3.15. Angel and Crown Hotel, Staines
Mangles, John, Lidsbury, Lancashire, Drysalter. Nov 16 at 11.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
McKee, Samuel Fraser (sep estate), Cheetham, Manchester, Sawyer. Nov 16 at 3.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Odell, John, Hillingdon, Market Gardener. Nov 16 at 3. Official Receiver, 109, Victoria st, Westminster
Pennock, William Henry, Scarborough, Bread Baker. Nov 13 at 11.30. Official Receiver, 74, Newborough st, Scarborough
Sackville, Arthur, Harpurhey, Manchester, Printer. Nov 23 at 11.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Scarth, Joseph Garnett, Morley, Yorks, Woollen Manufacturer. Nov 13 at 3. Official Receiver, Bank chmbrs, Batley
Schrieber, George, High st, Hounslow, Mineral Water Manufacturer. Nov 16 at 12. 28 and 29, St. Swithin's lane
Smith, Thomas, Pocklington, Yorks, Drill Master. Nov 13 at 1. Official Receiver, York
Stewart, James Crockart, Windermere, Westmorland, Watchmaker. Nov 14 at 12. Official Receiver, 37, Stramongate, Kendal
Thomas, John, Ossett, Yorks, Rag Merchant. Nov 13 at 4. Official Receiver, Bank chmbrs, Batley
Toole, Edward, Birkdale, Lancashire, Builder. Nov 16 at 3. Official Receiver, 35, Victoria st, Liverpool
Travis, John Henry, Deansgate, Manchester, out of employment. Nov 3 at 1, 10.30. Official Receiver, County chmbrs, Market place, Stockport
Vincett, Alfred, Folkestone, Dairyman. Nov 20 at 9.15. 32, St. George's st, Canterbury
Walker, Henry, Otley, Yorkshire, Tanner. Nov 16 at 2. Official Receiver, St. Andrew's chmbrs, 22, Park row, Leeds
Wharrie, Ward, Otley, Yorkshire, Tanner. Nov 16 at 3. Official Receiver, St. Andrew's chmbrs, 22, Park row, Leeds
Williams, John Hood, Haverfordwest, Watchmaker. Nov 17 at 11. Official Receiver, Whitehall chmbrs, 25, Colmore row, Birmingham

The following amended notice is substituted for that published in the London Gazette of Nov 8.

Booth, William Stone, Coventry, Timber Merchant. Nov 13 at 8. Queen's Hotel, Hertford st, Coventry

ADJUDICATIONS.

Adams, Frederick John, Herne Bay, Carpenter. Canterbury. Pet Oct 19. Ord Oct 30

Barwick, Joseph Thomas, Broadstairs, Baker. Canterbury. Pet Oct 17. Ord Oct 30

Bellingham, Joshua Owen, Worcestershire, Chartermaster. Dudley. Pet Oct 19. Ord Nov 3

Berry, Edward, Huddersfield, out of business. Huddersfield. Pet Oct 12. Ord Nov 4

Booth, Benjamin, Womersley, Yorks, Farm Manager. Wakefield. Pet Nov 3. Ord Nov 3

Bray, Joseph, Roby, Lancaster, Wheelwright. Liverpool. Pet Oct 31. Ord Nov 4

Bunton, Albert James, Woodford, Essex, Carman. High Court. Pet Oct 28. Ord Oct 29. Exam Dec 8 at 11 at 34, Lincoln's inn fields

Burton, Richard, and William Holland, Stainland, Yorks, Coal Merchants. Halifax. Pet Oct 31. Ord Nov 2

Christie, William, Sunderland, Draper. Sunderland. Pet Oct 17. Ord Nov 4

Dewar, James, Liverpool, Berthing Clerk. Liverpool. Pet Oct 15. Ord Nov 4

Earnshaw, John Henry, Goole, Assistant Bailiff. Wakefield. Pet Nov 3. Ord Nov 3

Earwaker, Thomas Wassell, Southsea, Builder. Portsmouth. Pet Nov 2. Ord Nov 2

Fray, James, Middle Hulton, nr Bolton, Farmer. Bolton. Pet Oct 30. Ord Oct 31

Gomarsall, Seth, Liverpool, Licensed Victualler. Liverpool. Pet Oct 26. Ord Nov 4

Hawkyard, Christopher Marshall, New Scarborough, Commercial Traveller. Leeds. Pet Nov 2. Ord Nov 4

Herring, Leonard, Birmingham, Hop Merchant. Birmingham. Pet Sept 10. Ord Nov 2

Hoy, Thomas Henry, and Robert Pringle Hoy, Landport, Hants, Tailors. Portsmouth. Pet Nov 2. Ord Nov 2

Huggins, Roger, Lidford, Devon, Mason. East Stonehouse. Pet Oct 27. Ord Nov 3

Hughes, Thomas, Salop, Maltster. Shrewsbury. Pet Oct 27. Ord Nov 3

Hussey, Morgan, Swansea, Jeweller. Swansea. Pet Oct 16. Ord Nov 2

Johnson, William, Beverley, Yorks, Grocer. Kingston on Hull. Pet Oct 28. Ord Nov 4

Jones, Enoch, Charlwood st, Pimlico, Builder. High Court. Pet Nov 3. Ord Nov 3

Lea, Henry William Hope, Chancery lane, Solicitor, Chelmsford. Pet Oct 17. Ord Nov 3

Lees, William, Buxton, Derbyshire, Innkeeper. Stockport. Pet Oct 29. Ord Nov 3

McCulloch, Henry Johnson, Finsbury circus, Mining Engineer. Barnstaple. Pet June 2. Ord Aug 4

Pell, Joseph Williamson, Sheffield, Leather Merchant. Sheffield. Pet Oct 12. Ord Nov 4

Radford, James, Kirkdale, nr Liverpool, Corn Broker. Liverpool. Pet Sept 16. Ord Nov 4

Ritherdon, North, Rectory rd, Hackney. High Court. Pet Aug 5. Ord Nov 3

Scarth, Joseph Garnet, Morley, Yorks, Woollen Manufacturer. Dewsbury. Pet Oct 20. Ord Nov 2

Seddon, William, Liverpool, Paint Dealer. Liverpool. Pet Oct 15. Ord Nov 4

Snowden, James, West Green, Tottenham, Grocer. Edmonton. Pet Oct 20. Ord Nov 3

Taylor, George, Monkwearmouth, Durham, Boot Dealer. Sunderland. Pet Oct 17. Ord Oct 31

Travis, John Henry, Deansgate, Manchester, out of business. Stockport. Pet Nov 2. Ord Nov 2

TUESDAY, Nov. 10, 1885.

RECEIVING ORDERS.

Allerton, Alexander Rice, Southchurch, Essex, Farmer. Chelmsford. Pet Nov 6. Ord Nov 6. Exam Dec 7 at 11 at Shirehall, Chelmsford

Austin, Alfred, Frizington, Cumberland, Clogger. Whitehaven. Pet Nov 7. Ord Nov 7. Exam Nov 30 at 12

Barlow, Thomas, Sheffield, Surveyors' Clerk. Sheffield. Pet Nov 6. Ord Nov 6. Exam Dec 3 at 11.30

Barnes, William, Beeston, Nottinghamshire, Painter. Nottingham. Pet Nov 6. Ord Nov 6. Exam Nov 17

Bulman, James, Carlisle, Fruiterer. Carlisle. Pet Nov 5. Ord Nov 5. Exam Nov 19 at 11 at Court house, Carlisle

Careswell, Emma Mary, Newent, Gloucestershire, Hotel Keeper. Gloucester. Pet Nov 7. Ord Nov 7. Exam Dec 15

Caton, Richard, Blackpool, Cabinet Maker. Preston. Pet Nov 7. Ord Nov 7. Exam Dec 4

Cox, James Blatch, and William Benjamin Beynon, Torquay, Ironmongers. Exeter. Pet Nov 5. Ord Nov 5. Exam Nov 19 at 11

Curzon, William Deacon, Cowley, Middlesex, Brick Manufacturer. High Court. Pet Nov 5. Ord Nov 5. Exam Dec 16 at 11 at 34, Lincoln's inn fields

Ellis, Henry Elford, Hendon, Builder. Edmonton. Pet Oct 2. Ord Nov 6. Exam Dec 8 at 1 at Court house, Edmonton

Exley, Ormond, and William Exley, Heckmondwike, Yorks, Tailors. Dewsbury. Pet Nov 6. Ord Nov 6. Exam Dec 1

Farley, Charles Tucker, and John Hymas, Great Wakering, Essex, Grocers. Chelmsford. Pet Nov 6. Ord Nov 6. Exam Dec 7 at 11, at Shirehall, Chelmsford

Goldie, Archibald, Hereford, Tailor. Hereford. Pet Nov 7. Ord Nov 7. Exam Nov 24

Horn, James, High street, Notting Hill Gate, House Furnisher. High Court. Pet Nov 5. Ord Nov 5. Exam Dec 11 at 11, at 34, Lincoln's inn fields

Hugh, John, Appleton, nr Widnes, Lancashire, Bookseller. Liverpool. Pet Nov 4. Ord Nov 5. Exam Nov 19 at 11.30, at Court house, Government bldgs, Victoria st, Liverpool

Johns, John, Colwall, Herefordshire, Carpenter. Worcester. Pet Nov 7. Ord Nov 7. Exam Nov 21 at 11.30

Jones, Richard, Aberystwith, Cardiganshire, Coal Merchant. Aberystwith. Pet Nov 6. Ord Nov 6. Exam Nov 19 at 12.30

Knibbs, William Henry, Choriton upon Medlock, Manchester, Coachmaker's Manager. Manchester. Pet Nov 6. Ord Nov 6. Exam Nov 27 at 11

Kronschroeder, Henry Hermann, Birmingham, Galvanizer. Birmingham. Pet Nov 5. Ord Nov 5. Exam Dec 1 at 2

Marsh, Thomas, Skelmersdale, Lancashire, Plumber. Liverpool. Pet Nov 6. Ord Nov 6. Exam Nov 19 at 12, at Court house, Government bldgs, Victoria st, Liverpool

Mitchell, Joseph, sen., Ossett, Yorks, Rag Merchant. Dewsbury. Pet Nov 5. Ord Nov 5. Exam Dec 1

Morgan, F. J., West Chapel st, Mayfair, Gentlemen. High Court. Pet Oct 19. Ord Nov 6. Exam Dec 10 at 11, at 34, Lincoln's inn fields

Niblett, George Edward, Cheltenham, out of business. Cheltenham. Pet Nov 7. Ord Nov 7. Exam Nov 27 at 12

Nixon, John Lamsdon, Plymouth, Ship Agent. East Stonehouse. Pet Nov 5. Ord Nov 5. Exam Dec 1 at 12

Parr, Frank, Walton, Lancashire, Bootmaker. Liverpool. Pet Nov 6. Ord Nov 6. Exam Nov 19 at 11.30 at the Courthouse, Government bldgs, Victoria st, Liverpool

Perry, Edmund, Newport, Mon, Livery Stable Keeper. Newport, Mon. Pet Nov 5. Ord Nov 5. Exam Nov 19 at 11

Perry, James, Stourbridge, Worcestershire, Grocer. Stourbridge. Pet Nov 3. Ord Nov 3. Exam Nov 17 at 11

Phillips, Thomas George, London rd, Printer. High Court. Order under s. 103, Ord Aug 8. Exam Dec 10 at 11 at 34, Lincoln's inn fields

Pleasance, Ernest, West Hampstead, Watchmaker. High Court. Pet Nov 7, Ord Nov 7. Exam Dec 17 at 11 at 34, Lincoln's inn fields

Proctor, Thomas, Caledonian st, York rd, King's Cross, out of employment. High Court. Pet Nov 3. Ord Nov 5. Exam Dec 10 at 11 at 34, Lincoln's inn fields

Sadler, Ambrose Lupus, Pendlebury, Lancashire, Tailor. Manchester. Pet Nov 5. Ord Nov 5. Exam Nov 19 at 1

Samuels, William, and Co, Hanging Ditch, Manchester, Manufacturers' Agents. Manchester. Pet Sept 18. Ord Nov 5. Exam Nov 19 at 1

Spargoe, L., Commercial rd East, Fine Art Publisher. High Court. Pet Oct 28. Ord Oct 29. Exam Dec 8 at 11 at 34, Lincoln's inn fields

Upham, Edwin, Williton, Somersetshire, Baker. Taunton. Pet Oct 27. Ord Nov 7. Exam Dec 8 at 2 at Guildhall

Upton, James Reuben, and James Reuben Upton, jun., Ore, nr Hastings, Builders. Hastings. Pet Nov 6. Ord Nov 6. Exam Dec 7

Vachell, Frank Harvey, Peterborough, Solicitor. Peterborough. Pet Nov 7. Ord Nov 7. Exam Dec 7 at 12

Ward, Walter, and Ellis Ward, Dewsbury, Woollen Manufacturer. Dewsbury. Pet Nov 7. Ord Nov 7. Exam Dec 1

Watts, John Hobson, Brinnington, Cheshire, Corn Factor. Stockport. Pet Nov 5. Ord Nov 5. Exam Dec 4 at 11.30

Webb, Frederick, Longton, Staffordshire, Licensed Victualler. Stoke upon Trent and Longton. Pet Nov 3. Ord Nov 3. Exam Nov 19 at 11.15.

FIRST MEETINGS.

Allen, Joseph, and James Redford, Liverpool, Cleaning Waste Manufacturers. Nov 18 at 11.30. 16, Wood st, Bolton

Bellingham, Joshua Owen, Dudley, Worcestershire, Charter Master. Nov 19 at 10. Official Receiver, Dudley

Blackburn, Thomas, Church st, Barnsley, Joiner. Nov 18 at 11.30. Official Receiver, 3, Eastgate, Barnsley

Booth, Benjamin, Womersley, nr Doncaster, Farm Manager. Nov 18 at 3. Official Receiver, Southgate chbrs, Southgate, Wakefield

Brace and Brodie, Fareham, Hants, Brick Manufacturers, Nov 18 at 12. Official Receiver, 166, Queen st, Portsea

Bullock, George Henry, St. Stephen's chbrs, Telegraph st, Stock Broker. Nov 18 at 11. 33, Carey st, Lincoln's inn

Bulman, James, Carlisle, Fruiterer. Nov 19 at 12. Official Receiver, 34, Fisher st, Carlisle

Bunton, Albert James, Woodford, Essex, Carman. Nov 19 at 11. 33, Carey st, Lincoln's inn

Clayton, David, Erwood, Breconshire, Grocer. Nov 18 at 2. Lion Hotel, Builth, Breconshire

Davies, Samuel, Welshpool, Montgomeryshire, Clothier. Nov 19 at 2. London and North Western Station Hotel, Stafford

Earnshaw, John Henry, Goole, Yorks, Assistant Bailiff. Nov 18 at 1.45. Official Receiver, Southgate chbrs, Southgate, Wakefield

Elliott, John Read, Birmingham, Builder. Nov 17 at 11. Official Receiver, Birmingham

Fieldgate, Daniel, Kennington pk rd, Tea Merchant. Nov 18 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Harrison, Owen, Wilcock rd, Wandsworth rd, Butcher. Nov 19 at 12. 33, Carey st, Lincoln's inn

Haycock, John Edward, Eton, Buckinghamshire, Hatter. Nov 17 at 3. Official Receiver, 109, Victoria st, Westminster

Hitch, Frederick William, Hadlow, Kent, Beerhouse Keeper. Nov 17 at 2.30. Spencer and Reeve, Mount Pleasant, Tunbridge Wells

Hough, John, Appleton, nr Widnes, Lancashire, Bookseller. Nov 20 at 3. Official Receiver, 35, Victoria st, Liverpool

Howlett, Charles, Snettisham, Norfolk, Shopkeeper. Nov 20 at 10. Court House, King's Lynn

Johns, John, Colwell, Herefordshire, Carpenter. Nov 21 at 11. Official Receiver, Worcester

Jones, Daniel, Tylorstown, nr Pontypridd, Tailor. Nov 17 at 12. Official Receiver, Merthyr Tydfil

Jones, Enoch, Charlwood st, Pimlico, Builder. Nov 19 at 2. 33, Carey st, Lincoln's inn

Knibbs, William Henry, Choriton upon Medlock, Manchester, Coachmaker's Manager. Nov 27 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Michell, George E, Eardsley crescent, Earl's Court, no occupation. Nov 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Nixon, John Lamsdon, Plymouth, Ship Agent. Nov 19 at 3. Official Receiver, 18, Frankfort st, Plymouth

Parry, Jane, Penmaenmawr, Carnarvonshire, Licensed Victualler. Nov 23 at 12.15. Queen's Head Cafe, Bangor

Perry, Edmund, Newport, Mon, Livery Stable Keeper. Nov 19 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon

Perry, James, Stourbridge, Worcestershire, Grocer. Nov 17 at 10.30. Talbot Hotel, Stourbridge

Phillips, William, Penygraig, nr Pontypridd, Grocer. Nov 17 at 10.30. Official Receiver, Merthyr Tydfil

Ross, Fitzgerald Edward Turton, Little Bookham, Surrey, Gent. Nov 17 at 2. Official Receiver, 109, Victoria st, Westminster

Sadler, Ambrose Lupus, Pendlebury, Lancashire, Tailor. Nov 18 at 2.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Samuels, William, and Co, Hanging Ditch, Manchester, Manufacturers' Agents. Nov 18 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Sanders, Thomas Henry, Kew rd, Richmond, Upholsterer. Nov 19 at 3. Official Receiver, 109, Victoria st, Westminster

Stinton, William Henry, Cheltenham, Cabinetmaker. Nov 18 at 11.15. County Court, Cheltenham

Summers, Daniel, Abergavenny, Grocer. Nov 18 at 12. Official Receiver, Merthyr Tydfil

Taylor, George, Sunderland, Bootmaker. Nov 17 at 2.30. Official Receiver, 22, Park row, Leeds

Turner, Charles, Erecting All Saints, Suffolk, Farmer. Nov 17 at 12.30. Official Receiver, 2, Westgate st, Ipswich

Tyerman Brothers, Middlesborough, Slate Merchants. Nov 17 at 11. Official Receiver, 8, Albert rd, Middlesborough

Upton, James Reuben, and James Reuben Upton, jun., Ore, nr Hastings, Builders. Nov 18 at 2. Savings Bank, High st, Lewes

Walton, William, Islip, Oxford, Farmer. Nov 20 at 11.30. Official Receiver, 1 St Aldate's, Oxford

Watts, John Hobson, Brinnington, Cheshire, Corn Factor. Nov 18 at 11.30. Official Receiver, County chbrs, Stockport

Wemyss, John George Patrick, Aberystwith, Captain in Derbyshire Militia. Nov 19 at 12.30. County Court, Aberystwith

Yorke, Walter, Birmingham, Boot Dealer. Nov 19 at 11. Official Receiver, Leicester

ADJUDICATIONS.

Allen, Joseph, and James Redford, Liverpool, Cleaning Waste Manufacturers, Bolton. Pet Nov 4. Ord Nov 6

Allerton, Alexander Rice, Southchurch, Essex, Farmer. Chelmsford. Pet Nov 6. Ord Nov 6
Backhurst, Andrew, Eastbourne, Builder. Lewes and Eastbourne. Pet Oct 20. Ord Nov 7
Barlow, Thomas, Sheffield, Surveyor's Clerk. Sheffield. Pet Nov 6. Ord Nov 6
Blown, Edward James, Deal, Pilot. Canterbury. Pet Oct 26. Ord Nov 6
Brient, Frederick James, Framwellgate, Durham, Draper. Durham. Pet Oct 19. Ord Nov 6
Cartwright, Charles Exton, Manchester, Manager. Manchester. Pet Oct 2. Ord Nov 7
Clarke, Edward Ernest, Christchurch, Hampshire, Cycle Agent. Poole. Pet Oct 21. Ord Nov 6
Clegg, Benjamin, York st, Covent garden, Proprietor of the Bicycle News. High Court. Pet Aug 22. Ord Nov 5
Coathupe, Henry Bentinck, Upper Kennington lane, Kennington. High Court. Pet July 28. Ord Nov 5
Cockerill, John Thomas, Coventry, Licensed Victualler. Coventry. Pet Oct 28. Ord Nov 6
Cragg, John Simpson, Lowestoft, Net Manufacturer. Gt. Yarmouth. Pet Oct 31. Ord Nov 5
Davis, Ebenezer, Cowbridge, Glamorganshire, Stationer. Cardiff. Pet May 4. Ord June 1
Davis, Francis, Castlemorton, Worcestershire, Farmer. Worcester. Pet Nov 4. Ord Nov 4
Fisher, Edward, Uphill, nr Folkestone, Grocer. Canterbury. Pet Oct 24. Ord Nov 6
Fleming, Francis Anderson, North rd, Highgate, Corn Dealer. High Court. Pet Oct 23. Ord Nov 2
Gottig, Christian, Blackstock rd, Finsbury pk, Licensed Victualler. High Court. Pet Sept 11. Ord Nov 6
Hooper, Joseph Horn, Exmouth, Devon, Fish Dealer. Exeter. Pet Oct 21. Ord Nov 5
Hunter, Thomas Geldert, Worcester, Grocer. Worcester. Pet Oct 30. Ord Nov 5
Jones, Daniel, Tylorstown, nr Pontypridd, Tailor. Pontypridd. Pet Nov 2. Ord Nov 5
Knibbs, William Henry, Chorlton upon Medlock, Coachmaker's Manager. Manchester. Pet Nov 6. Ord Nov 6
Langford, William Eve, Hitchin, Hertfordshire, Upholsterer. Luton. Pet Oct 21. Ord Nov 5
Lupton, Christopher, Scarborough, Builder. Scarborough. Pet Sept 19. Ord Nov 7
Marshall, Robert, Bargate, Gt. Grimsby, Farmer. Gt. Grimsby. Pet Sept 24. Ord Nov 5
Meston, James, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet Oct 23. Ord Nov 6
Morris, Thomas, the younger, Hastings, Grocer. Hastings. Pet Oct 20. Ord Nov 4
Nicholls, James, Chelmsford, Essex, Doctor of Medicine. Chelmsford. Pet Oct 10. Ord Nov 5
Parr, Frank, Walton, Lancashire, Bootmaker. Liverpool. Pet Nov 6. Ord Nov 6
Phillips, William, Penygraig, nr Pontypridd, Grocer. Pontypridd. Pet Nov 3. Ord Nov 5
Pownall, Robert Edward, Freetown, Sierra Leone, Architect. High Court. Pet July 11. Ord Nov 6
Roberts, Henry, Biggleswade, Bedfordshire, Grocer. Bedford. Pet Oct 20. Ord Nov 6
Saunders, George Ormond, Long-acre, Gentlemen. High Court. Pet Aug 10. Ord Nov 6
Shelley, Enoch, Tillington, Stafford, Grocer. Stafford. Pet Oct 24. Ord Nov 6
Standing, James, Folkestone, Pork Butcher. Canterbury. Pet Oct 21. Ord Nov 6
Summers, Daniel, Abergavenny, Mon., Grocer. Tredegar. Pet Nov 4. Ord Nov 6
Terry, Robert Jenkin, Margate, Fruiterer. Canterbury. Pet Oct 21. Ord Nov 6
Watts, John Hobson, Brinnington, Cheshire, Cornfactor. Stockport. Pet Nov 5. Ord Nov 5
Webb, Frederick, Longton, Staffordshire, Licensed Victualler. Stoke upon Trent and Longton. Pet Nov 3. Ord Nov 5

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